

# **RFQ-CO-115714-INTEG**

## **REQUEST FOR QUOTATION**

### **IT MODERNISATION (ITM) RECOVERY INCREMENT 1 WP07 SYSTEMS INTEGRATION**

**CP 9C0150 SERIALS: 2014/0IS03091-60  
2020/0IS03301-00**



## **Book I**

### **BIDDING INSTRUCTIONS**

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## SECTION 1 INTRODUCTION

### 1 Purpose

**1.1.1.** The purpose of this Request For Quotation (RFQ) is to award an Indefinite Delivery Indefinite Quantity (IDIQ) Contract for ITM Recovery Increment 1 (ITM-RC1) Work Package 07 (WP07): System Integration and Core Capabilities. This IDIQ will have a Period of Performance of EDC + 60 months.

**1.1.2** All of the technical details and requirements of the project are explained in Book II, Part IV, Statement of Work (SOW) and the SOW annexes.

### 1.2 Scope of Work

**1.2.1** The scope of work for WP 7 encompasses the integration and testing of Systems Integration for: the Operational Network (ON) NATO Infrastructure-as-a-Service (IaaS) Nodes including Private Cloud capabilities, Enterprise Core Services (ECS) and Client Provisioning Services (CPS) including Virtual Desktop Infrastructure (VDI), Cyber Security Integration, Services Management and Control (SMC) integration and Systems Integration. The Systems Integration main objective will be to operate across various capabilities and will be required to address the changes that will transpire during the life of the ITM-RC1 project.

**1.2.2** The Project scope includes high level activities to be performed:

- Work Package Management
- Design
- Implementation
- Deployment
- Transition of Capabilities into Operations
- Support to Purchaser Activities

**1.2.3.** ITM-RC1 is following a phased and parallel implementation approach dividing the activities into “Activity Groups” and locations in “Spirals”. WP07 will follow this same phased and parallel implementation approach with “Activity Groups” and “Spirals”, as outlined in Book II Part IV Statement of Work Section 2.

#### 1.2.3.1 ACTIVITY GROUP 1: IMPROVE NS BI-SC AIS

This Activity Group executes the first step towards the target architecture and design of NATO’s ON by implementing standardized IaaS nodes using defined building blocks (VSAN ready nodes, Spine/Leaf and OOB switches, Backup devices, Cisco ACI, Border Protection Devices) together with relevant orchestration and automation services as well as centralized management of the IaaS nodes.

#### 1.2.3.2 ACTIVITY GROUP 2: END USER DEVICES (CAMPUS LAN AND VDI)

Activity Group 2 deploys new Campus LAN service to the end users, new end user devices including an initial Virtual Desktop Infrastructure (VDI) capability for the sites which have this capability in scope and the transition and migration for the end users who will receive the VDI end user devices.

### 1.2.3.3 ACTIVITY GROUP 3: DEVELOPMENT OF THE NEW NATO ON MULTI-TENANT PRIVATE CLOUD

Activity Group 3 aims to develop and validate the full ON Software Defined Data Centre (SDDC) Private Cloud solution, involving all aspects of people, processes and technology; as well as, achieving the required maturity to establish the ON SDDC Private Cloud.

### 1.2.3.4 ACTIVITY GROUP 4: BUILD OUT OF THE NEW NATO ON MULTI-TENANT PRIVATE CLOUD

Activity Group 4, namely End-to-end (E2E) Services, will integrate the full SDDC private cloud ON into production, merging with the products delivered by Activity Group 1 and 2. Once Activity Group 3 has reached the required maturity to move into operations, Activity Group 4 includes all activities required to enable the NATO ON services on the NS network. Activity Group 4 also includes integration and/or transition of services and capabilities previously delivered in Activity group 1 and 2 in order to deliver the fully integrated NATO ON.

### 1.2.3.5 ACTIVITY GROUP 5: EDUCATION, TRAINING, EXERCISE AND EVALUATION (ETEE) ENVIRONMENTS AND VDIS

Activity Group 5 will implement separate tenants for Education, Training, Exercise Evaluation (ETEE) on the NATO ON at two locations specified in Book II Part IV Statement of Work Section 2. In addition, the ETEE environments will have the classification of ETEE@NS and ETEE@MS. Both environments make maximum use of VDI to support the training audiences. The concept of operations for these environments is to frequently build up, deploy and teardown complete tenants in support of training and exercises, therefore the automation and orchestration is a key enabler.

**1.2.4** Figure-1 below depicts the full scope of this project with mapping to the Activity Groups and Spirals.

Activity Group <sup>1</sup>	Spiral	Site ID	Site Name	Location	Node Type//Environment	VDI
1,2	1	BEL-CAS-01	Camp Casteau / SHAPE Barracks	Mons, Belgium	Infra Node ON EN	Yes
4	4				User Node ON ESOC ON	
1,3	1	BEL-BRU-01	NATO HQ	Brussels, Belgium	Infra Node ON DC	No
4	4				(including IREEN ON@NS)	
1,2,3	1	ITA-LAG-01	NATO Base/	Naples, Italy	Infra Node ON DC	Yes

<sup>3</sup> As part of the Activity Group 3 Proof of Concept, an interim EN infrastructure configuration will be utilized for testing purposes, which will be provided as PFE.

Activity Group <sup>1</sup>	Spiral	Site ID	Site Name	Location	Node Type/Environment	VDI
4	4		Lago Patria		User Node ON	
1,2,3	1	NLD-DEN-01	NCI Agency/ The Hague	The Hague, Netherlands <sup>2</sup>	Infra Node ON Reference (IREEN ON@NU)	No
4	4					
1,2	2	NLD-BRU-01	Hendrick Barracks	Brunssum, Netherlands	Infra Node ON EN User Node ON ESOC ON	No
4	4					
1,2	2	POL-BYD-01	Szubinska 3	Bydgoszcz, Poland	Infra Node ON EN User Node ON Infra Node ON ETEE User Node ON ETEE	Yes
4	4					
5	5					
1,2	2	DEU-GEI-01	NATO Air Base Teveren Geilenkirchen	Geilenkirchen, Germany	Infra Node ON EN User Node ON	No
4	4					
1,2	2	TUR-IZM-01	General Vecihi Akin Garrison	Izmir, Türkiye	Infra Node ON EN User Node ON	No
4	4					
1,2	2	USA-NOR-01	NSA Hampton Roads, Suite 100	Norfolk, United States of America	Infra Node ON EN User Node ON	Yes
4	4					
1,2	2	GBR-NOR-01	Northwood HQ	Northwood, United Kingdom	Infra Node ON EN User Node ON	No
4	4					
1,2	2	DEU-RAM-01	Ramstein Air Base	Ramstein, Germany	Infra Node ON EN User Node ON	Yes
4	4					
1,2	2	ITA-LEN-01	Naval Air Station Sigonella	Sigonella, Italy	Infra Node ON EN User Node ON	No
4	4					
1,2	2	NOR-STA-01	Jatta Barracks	Stavanger, Norway	Infra Node ON EN User Node ON Infra Node ON ETEE User Node ON ETEE	Yes
4	4					
5	5					
1,2	2	DEU-ULM-01	Wilhelmsburg Barracks	Ulm, Germany	Infra Node ON EN User Node ON	Yes
4	4					
1,2	3	POL-BYD-02	Szubinska 105	Bydgoszcz, Poland	Infra Node ON SN User Node ON	No
4	4					
1,2	3	PRT-LIS-01	Avenida Tenente Martins	Lisbon, Portugal	Infra Node ON SN User Node ON	No
4	4					
1,2	3	ITA-POG-01	Poggio Renatico Air Base	Poggio Renatico, Italy	Infra Node ON SN User Node ON	No
4	4					

<sup>5</sup> The environment is aimed to be composed of on-premise infrastructure hardware and NATO Public Cloud Services (based on existing accredited NATO Software Factory services) operating at NU.

Activity Group <sup>1</sup>	Spiral	Site ID	Site Name	Location	Node Type//Environment	VDI
1,2	3	ESP-TOR-01	Torrejon Air Base	Torrejon, Spain	Infra Node ON SN User Node ON	No
4	4					
1,2	3	DEU-UED-01	Paulsberg Barracks	Uedem, Germany	Infra Node ON SN User Node ON	No
4	4					
1,2	3	ITA-GRA-01	Grazzanise Air Base	Grazzanise, Italy	Infra Node ON SN User Node ON	No
4	4					
1,2	3	DEU-WES-01	Schill Barracks	Wesel, Germany	Infra Node ON SN User Node ON	No
4	4					
2	3	GBR-BLA-01	Blandford Camp	Blandford, United Kingdom	User Node ON (RN)	No
4	4					
2	3	ROU-BUC-02	HQ Air Force Staff Barracks	Bucharest, Romania	User Node ON (RN)	No
4	4					
2	3	DNK-HAD-01	Haderslev Barracks	Haderslev, Denmark	User Node ON (RN)	No
4	4					
2	3	TUR-KON-01	Konya Air Base	Konya, Türkiye	User Node ON (RN)	No
4	4					
2	3	CZE-LIP-01	Hranicka Barracks	Lipnik nad Bečvou, Czech Republic	User Node ON (RN)	No
4	4					
2	3	NOR-ORL-01	Main Air Station Orland	Orland, Norway	User Node ON (RN)	No
4	4					
2	3	HRV-PLE-02	Marko Zivkovic Barracks	Pleso, Croatia	User Node ON (RN)	No
4	4					
2	3	GRC-PRE-01	Aktion National/Lefkada Airport	Preveza, Greece	User Node ON (RN)	No
4	4					
2	3	SVK-RUZ-01	Zarevuca Barracks	Ruzomberok, Slovakia	User Node ON (RN)	No
4	4					
2	3	BGR-GOR-01	Camp Gorna Malina	Gorna Malina, Bulgaria	User Node ON (RN)	No
4	4					
2	3	HUN-SZE-01	Zamolyi Barracks	Szekesfehervar, Hungary	User Node ON (RN)	No
4	4					
2	3	ITA-TRA-01	Airport Vincenzo Florio	Trapani, Italy	User Node ON (RN)	No
4	4					
2	3	LTU-VIL-04	Kairiukscio Barracks	Vilnius, Lithuania	User Node ON (RN)	No
4	4					

## 1.2.5 Overview of the Prospective Contract

**1.2.5.1** The Prospective Contract (Book II) requires the successful Bidder to perform the requirements as described in this RFQ. The successful Bidder shall perform all

activities required per Book II, Part IV (SOW) and its annexes and shall deliver the associated deliverables per Book II, Part I (Schedule of Supplies and Services (SSS)).

- 1.2.6 The contract resulting from this RFQ shall be awarded on a Firm-Fixed-Price basis to the best valued Bidder.
- 1.2.7 The resulting contract will follow a hybrid of predictive (waterfall) and Agile methodology as detailed in Book II Part IV SoW Section 2 and Section 7.
- 1.2.8 The Contractor's Key Personnel shall be on site at the NCI Agency Office in The Hague, The Netherlands as per Book II Part IV SoW Section 7. This excludes the personnel assigned for the implementation of 'Cyber Security Monitoring' as per Book II, Part IV Annex D. The NCI Agency will not be able to assist in obtaining work permits for Contractor personnel that will require work permits at any location. Should work permits be required, it is the responsibility of the Contractor to obtain such permits for their personnel prior to commencing work and the work permit shall remain valid during the period of performance of the Contract.
- 1.2.9 The Prospective Contract will be governed by Book II, Part II (Contract Special Provisions), and Part III (Contract General Provisions). It shall be noted that the Contract Special Provisions and Contract General Provisions in Book II supersede Basic Ordering Agreement (BOA) Provisions.

### 1.3. Governing Rules, Eligibility, and Exclusion Provisions

- 1.3.1 This RFQ is issued in accordance with the procedures under Basic Ordering Agreement Plus (BOA+) procedures outlined within the "*Procedure Governing the Use of Basic Ordering Agreements concluded by the NATO Communications and Information Agency – 2019 version*, Ref: AC/4-D(2019)0004 (INV)" and the evaluation method to be used under this RFQ will follow the Best Value Procedures set forth in NATO document [AC/4-D/2261](#) (1996 Edition), [Annex X](#), dated 24 July 2009.
- 1.3.2 Pursuant to these procedures, bidding is restricted to companies from participating NATO member nations (see paragraph 2.1.1.8) who hold an active Basic Ordering Agreement (BOA) or a Declaration of Eligibility has been issued by their respective national authorities.

### 1.4. Best Value Evaluation Method

- 1.4.1 The evaluation method to be used in the selection of the successful Bidder under this RFQ will follow the Best Value Procedures set forth in AC/4-D/2261, [Annex X](#), dated 24 July 2009, and [AC/4\(2008\)0002-REV2-ANNEX 1](#), dated 15 July 2015, or deviations to the procedure, as approved by the NATO Investment Committee.
- 1.4.2 The Bid evaluation criteria and the detailed evaluation procedures are described in section 4 of these Bidding Instructions.
- 1.4.3 The Bidder shall refer to the Purchaser all queries for resolution of any conflicts found in information contained in this document in accordance with the procedures set forth in paragraph 2.7 "RFQ Clarification Requests".

### 1.5. Security

- 1.5.1** This RFQ only contains NATO UNCLASSIFIED material. The relevant NATO RESTRICTED material was intentionally segregated from this RFQ and shall only be provided to the successful Bidder after Contract Award by the Point of Contact set out in Section 2.6.1 through a courier/parcel service company (e.g. DHL).
- 1.5.2** The proposed personnel will be required to possess a security clearance of NATO SECRET for the performance of the Prospective Contract.
- 1.5.3** The successful Bidder will be required to handle and store classified material to the level of NATO RESTRICTED.
- 1.5.4** The successful Bidder shall have the appropriate facility and personnel clearances at the date of Contract Signature. Should the successful Bidder be unable to perform the Contract due to the fact that the facility/security clearances have not been provided by their respective national security agency, this lack of clearance shall not be (i) the basis for a claim of adjustment or an extension of schedule, or (ii) considered a mitigating circumstance in the case of an assessment of Liquidated Damages or a determination of Termination For Default by the Purchaser under the Prospective Contract.
- 1.5.5** Bidders are advised that Contract signature will not be delayed in order to allow the processing of NATO SECRET security clearances for personnel or facilities and, should the otherwise successful Bidder not be in a position to accept the offered Contract within 30 calendar days due to the fact that its personnel or facilities do not possess the appropriate security clearance(s), the Purchaser may determine the Bidder's offer to be non-compliant and offer the Contract to the Bidder next-in-rank. In such a case, the Bidder who would not sign the Contract shall be liable for forfeiture of the Bid Guarantee, if any.
- 1.5.6** Some NATO Nations, as identified in the table below and as mandated by their national laws and regulations, require a Facility Security Clearance (FSC) and Personnel Security Clearance (PSC) for contractors/sub-contractors under their jurisdiction, for access to NATO RESTRICTED information.

MEMBER NATION	FSC		Notification of contract/subcontract involving NR information to NSA/DSA		PSC	
	YES	NO	YES	NO	YES	NO
Albania		X	X			X
Belgium		X		X		X
Bulgaria		X		X		X
Canada	X		X		X	
Croatia		X	X			X
Czech Republic		X		X		X
Denmark	X		X		X	
Estonia	X		X			X
France		X		X		X
Germany		X		X		X
Greece		X		X		X
Hungary		X		X		X
Iceland		X		X		X
Italy		X		X		X
Latvia		X		X		X
Lithuania		X		X <sup>2</sup>		X

<b>Luxembourg</b>	X			X	X	
<b>Netherlands</b>	X <sup>1</sup>		X <sup>2</sup>			X
<b>Norway</b>		X	X			X
<b>Poland</b>		X		X		X
<b>Portugal</b>		X		X		X
<b>Romania</b>		X	X			X
<b>Slovakia</b>	X		X			X
<b>Slovenia</b>	X		X			X
<b>Spain</b>		X	X			X
<b>Türkiye</b>	X				X	
<b>United Kingdom</b>		X		X		X
<b>United States</b>	X			X		X

<sup>1</sup>For military-related contract only

<sup>2</sup> National Security Authority/Designated Security Authority however requests notification by NATO contracting authorities

**1.5.7** This RFQ requires Bidders to hold or generate NATO RESTRICTED information. Bidders shall read Appendix 4 to the NATO Directive on Classified Project and Industrial Security, provided on the NCI Agency [public website](#), and acquire knowledge about the minimum measures required for the protection of NATO RESTRICTED information.

## **1.6. Bidders Conference**

- 1.6.1. Prospective Bidders will be invited to a Bidders Conference to be held in Brussels, Belgium. The technical and logistical details of the Bidders Conference will be provided at a later date.
- 1.6.2. The purpose of the Bidders Conference is to brief the prospective Bidders on the RFQ. The Conference will include a briefing on the bidding process, the Prospective Contract, and the technical aspects of the project. The agenda will be sent to attendees in advance.
- 1.6.3. Those companies that wish to participate in the Bidders Conference must indicate their intention to attend not later than 14 calendar days prior to the date of the Conference to the Point of Contact stated in paragraph 2.6.1.
- 1.6.4. Bidders may submit questions in writing not later than 7 calendar days prior to the date of the Conference to the email address in paragraph 2.6.1. The Purchaser will endeavour to respond to these questions during the Bidders Conference.
- 1.6.5. For any additional questions that are asked at the Conference, the Purchaser may attempt to answer them at that time, but any answer that may appear to change terms, conditions and/or specifications of the RFQ shall be considered to be formally included in the RFQ only after a written amendment to the RFQ is issued in writing by the Purchaser.
- 1.6.6. Answers to all questions will be issued in writing to all Bidders as soon as practicable after the Conference, whether or not the Bidders attended the Conference. The formal written answers will be the official response of the Purchaser, even if the written answer differs from the verbal response provided at the Conference.
- 1.6.7. Notwithstanding the written answers provided by the Purchaser after the Bidders Conference, the terms and conditions of the RFQ remains unchanged unless a formal RFQ amendment is issued by the Purchaser.

## **1.7. Documentation**

- 1.7.1. All documentation – including the RFQ itself, all applicable documents and any reference documents provided by the Purchaser – are solely to be used for the purpose of preparing a response to this RFQ. They are to be safeguarded at the appropriate level according to their classification and it is understood that the Purchaser used its best effort to warrant the quality and accuracy of the provided reference documents.

**1.7.2. Statement of Work Applicable Documents**

- 1.7.2.1. Bidders neither require physical access to the documents listed in the “Applicable Documents” section of the SOW in order to make their offers compliant, nor shall the Purchaser make these documents available, as all pertinent information relevant for bidding have been retrieved and made a part of this RFQ.

**END OF SECTION 1**

## SECTION 2 GENERAL BIDDING INFORMATION

### 2.1 Definitions

**2.1.1** In addition to the definitions and acronyms set forth in Article 1 of Part II of the Prospective Contract and the definitions and acronyms set forth in Article 2 of the NCI Agency Contract General Provisions (Part III), the following terms and acronyms, as used in this RFQ shall have the meanings specified below:

**2.1.1.1 “Bid” or “Quotation”:** a binding offer to perform the work specified in the Prospective Contract (Book II).

**2.1.1.2 “Bidder” or “Offeror”:** a firm, consortium, or joint venture, which submits an offer in response to this RFQ. Bidders/Offerors are at liberty to constitute themselves into any form of contractual arrangements or legal entity they desire, bearing in mind that in consortium-type arrangements, a single judicial personality shall be established to represent that legal entity. A legal entity, such as an individual, partnership or corporation, herein referred to as the “Principal Contractor”, shall represent all members of the consortium with the NCI Agency and/or NATO. The Principal Contractor shall be vested with full power and authority to act on behalf of all members of the consortium within the prescribed powers stated in an irrevocable Power of Attorney issued to the “Principal Contractor” by all members associated with the consortium. Evidence of authority to act on behalf of the consortium by the Principal Contractor shall be enclosed and sent with the Bid. Failure to furnish proof of authority may be a reason for the Bid being declared non-compliant.

**2.1.1.3 “Compliance”:** strict conformity to the requirements and standards specified in this RFQ.

**2.1.1.4 “Contractor”:** the awardee(s) of this RFQ, which shall be responsible for the fulfilment of the requirements established in the Contract.

**2.1.1.5 “Clarification Request”:** a documented process to provide given information in a more detailed way to allow better understanding and resolve any ambiguity. Bidders may submit Clarification Requests to the Purchaser during the bidding process in accordance with the instructions set out in paragraph 2.7. The Purchaser may submit Clarification Requests to the Bidder at any time during the evaluation, as set out in paragraph 4.1.4.

**2.1.1.6 “Declaration of Eligibility”:** is a document issued by the Bidders’ national authorities signifying that the firm is technically, financially and professionally capable of undertaking a project of the scope envisaged in the RFQ.

**2.1.1.7 “Firm of a Participating Country”:** a firm legally constituted or chartered under the laws of, and geographically located in, or falling under the jurisdiction of a Participating Country.

**2.1.1.8 “Participating Country”:** any of the [30] NATO nations contributing to the project, namely, (in alphabetical order): Albania, Belgium, Bulgaria, Canada, Croatia, Czech Republic, Denmark, Estonia, France, Germany, Greece, Hungary, Iceland, Italy, Latvia, Lithuania, Luxembourg, Montenegro, The Netherlands, North Macedonia, Norway, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Republic of Türkiye, The United Kingdom, and The United States.

**2.1.1.9 “Purchaser”:** The Purchaser is defined as the NCI Agency or its legal successor.

## **2.2 Eligibility and Origin of Equipment and Services**

**2.2.1** As stated in paragraph 1.3.2, only firms from a Participating Country are eligible to engage in this competitive bidding process.

**2.2.2** In addition, all Contractors, subcontractors and manufacturers, at any tier, must be from Participating Countries.

**2.2.3** None of the work, including project design, labour and services shall be performed other than by firms from and within Participating Countries.

**2.2.4** No materials or items of equipment down to and including identifiable sub-assemblies shall be manufactured or assembled by a firm other than from and within a Participating Country.

**2.2.5** Unless otherwise authorized by the terms of the Prospective Contract, the Intellectual Property Rights to all design documentation and related system operating software shall reside in NATO member countries, and no license fees or royalty charges shall be paid by the Contractor to firms, individuals or governments other than within the NATO member community.

## **2.3 Bid Delivery and Bid Closing**

**2.3.1** The closing time for the electronic submission of Bids in response to this RFQ is ~~Monday, October 9, 2023~~ **Thursday, November 9, 2023, 12:00 hours Central European Time (CET).**

**2.3.2** Bids shall be submitted to the following email address:  
**RFQCO115714INTEG@ncia.nato.int**

## **2.4 Late Bids**

**2.4.1** Any Bid received at the Purchaser email address after the exact date and time indicated in paragraph 2.3.1 is “late” and may not be eligible for award.

**2.4.2** Bids submitted electronically may be considered late unless the Bidder is able to show that it completed the entire transmission of the Bid before the closing date and time indicated in paragraph 2.3.1.

### **2.4.3 Consideration of Late Bid**

**2.4.3.1** The Purchaser considers that it is the responsibility of the Bidder to ensure that the Bid submission arrives by the specified closing date and time. A late Bid will only be considered for award under the following circumstances:

- (i) A contract has not already been awarded pursuant to this RFQ;
- (ii) The Bid was sent to the correct email address specified in paragraph 2.3.2 above; and
- (iii) The delay was due solely to the fault of the Purchaser.

#### **2.4.4 Receipt of an Unreadable Electronic Bid**

**2.4.4.1** If a Bid sent to the Purchaser is unreadable to the degree that conformance to the essential requirements of the RFQ cannot be ascertained, or due to electronic files that are encrypted or which contain passwords (contrary to the instructions in paragraph 3.3.3 below), the Point of Contact indicated in paragraph 2.6.1 below shall immediately notify the Bidder that the Bid will be rejected unless the Bidder provides clear and convincing evidence:

- (i) of the content of the Bid as originally submitted; and
- (ii) that the unreadable condition of the Bid was caused by Purchaser software or hardware error, malfunction, or other Purchaser mishandling.

**2.4.4.2** A Bid that fails to conform to the above requirements may be declared non-compliant and may not be evaluated further by the Purchaser.

**2.4.4.3** If it is discovered, during either the administrative, price or technical evaluation, that the Bidder has submitted an unreadable electronic Bid, the Bidder may be determined to have submitted a non-compliant Bid.

#### **2.5 Requests for Extension of Bid Closing Date**

**2.5.1** The Bidder is informed that requests for extension to the Bid Closing Date for this RFQ shall be submitted to the Point of Contact indicated in paragraph 2.6.1 below under the following condition:

- (i) no later than seven (7) calendar days prior to the established Bid Closing Date. Extensions to the Bid Closing Date are at the sole discretion of the Purchaser. All requests for extension of bid closing date must be submitted in writing to the email specified in 2.6.1.

#### **2.6 Purchaser's Point of Contact**

**2.6.1** The Purchaser Point of Contact for all information concerning this RFQ is:

Ms. Eva Benson, Senior Contracting Officer

Email: **RFQCO115714INTEG@ncia.nato.int**

**2.6.2** All correspondence related to this RFQ, including the actual Bid submission, shall be sent to the email address specified above.

#### **2.7 RFQ Clarification Requests**

**2.7.1** Bidders, at the earliest stage possible during the course of the solicitation period, are encouraged to seek clarification of any matters of an administrative, contractual, price, or technical in nature pertaining to this RFQ.

**2.7.2** All questions and Clarification Requests shall be submitted via email (no phone calls) to the Point of Contact identified in paragraph 2.6.1 above, using the Clarification Request Form provided at ANNEX B of this Book I.

**2.7.3** Such questions and Clarification Requests shall be submitted **no later than fourteen**

**(14) calendar days** prior to the stated "Bid Closing Date". The Purchaser is under no obligation to answer questions submitted after this time. Clarification Requests must address the totality of the concerns of the Bidder, as the Bidder will not be permitted to revisit areas of the RFQ for additional clarification, except as noted in paragraph 2.7.4 below.

- 2.7.4** Additional requests for clarification are limited only to the information provided as answers by the Purchaser to Bidder's Clarification Requests. Such additional requests shall arrive no later than seven (7) calendar days before the established Bid Closing Date.
- 2.7.5** It is the responsibility of the Bidders to ensure that all Clarification Requests submitted bear no mark, logo or any other form or sign that may lead to reveal the Bidders' identity in the language constituting the clarification itself. This prescription is not applicable to the mode used for the transmission of the Clarification Request (i.e. email or form by which the Clarification Request is forwarded).
- 2.7.6** The Purchaser declines all responsibilities associated to any and all circumstances regardless of the nature or subject matter arising from the Bidders' failure or inability to abide to the prescription in paragraph 2.7.5 above.
- 2.7.7** Except as provided above, all questions will be answered by the Purchaser and the questions and answers (but not the identity of the questioner) will be issued in writing (via email) to all prospective Bidders. Bidders shall immediately inform the Purchaser in the event that their submitted questions are not reflected in the answers published.
- 2.7.8** Where the extent of the changes implied by the response to a Clarification Request is of such a magnitude that the Purchaser deems it necessary to issue revised documentation, the Purchaser will do so by the means of the issuance of a formal RFQ amendment in accordance with paragraph 2.9.
- 2.7.9** The Purchaser may provide for a re-wording of questions and Clarification Requests where it considers the original language ambiguous, unclear, subject to different interpretation or revelatory of the Bidder's identity.
- 2.7.10** The Purchaser reserves the right to reject Clarification Requests clearly devised or submitted for the purpose of artificially obtaining an extension of the solicitation time (i.e. Clarification Requests re-submitted using different wording where such wording does not change the essence of the clarification being requested).
- 2.7.11** The published responses issued by the Purchaser will be regarded as the authoritative interpretation of the RFQ. Any amendment to the language of the RFQ included in the answers will be issued as an RFQ amendment and shall be incorporated by the Bidder in its submission.

## **2.8 Requests for Waivers and Deviations**

- 2.8.1** Bidders are informed that requests for alteration to, waivers, or deviations from the terms and conditions of this RFQ will not be considered after the Clarification Request process. Requests for alterations to the other requirements, terms or conditions of the RFQ may only be considered as part of the RFQ Clarification Request process set forth in paragraph 2.7.

- 2.8.2** Requests for alterations to the specifications, terms and conditions of the Prospective Contract, which are included in a Bid as submitted, may be regarded by the Purchaser as a qualification or condition of the Bid and may be grounds for a determination of non-compliance.

## **2.9 Amendment of the RFQ**

- 2.9.1** The Purchaser may amend the RFQ at any time prior to the Bid Closing Date. Any and all changes will be transmitted to all Bidders by an official amendment designated as such and signed by the Purchaser. This process may be part of the Clarification Request process set forth in paragraph 2.7 or may be an independent action on the part of the Purchaser.

- 2.9.2** The Purchaser will consider the potential impact of amendments on the ability of prospective Bidders to prepare a Bid within the allotted time. The Purchaser may extend the Bid Closing Date at its discretion and such extension will be set forth in the amendment.

- 2.9.3** All such RFQ amendments issued by the Purchaser shall be acknowledged by the Bidder in its Bid by completing the "Acknowledgement of Receipt of RFQ Amendments" certificate at ANNEX A.2. Failure to acknowledge receipt of all amendments may be grounds to determine the Bid to be administratively non-compliant.

## **2.10 Cancellation of RFQ**

- 2.10.1** The Purchaser may cancel, suspend or withdraw for re-issue at a later date this RFQ at any time prior to Contract award. No legal liability on the part of the Purchaser for payment of any sort shall arise and in no event will any Bidder have cause for action against the Purchaser for the recovery of costs incurred in connection with the preparation and submission of a Bid in response to this RFQ.

## **2.11 Modification and Withdrawal of Bids**

- 2.11.1** Bids, once submitted, may be modified by Bidders, but only to the extent that the modifications are in writing, conform to the requirements of the RFQ, and are received by the Purchaser prior to the exact time and date established for Bid Closing. Such modifications shall be considered as an integral part of the submitted Bid.

- 2.11.2** Modifications to Bids that arrive after the Bid Closing Date will be considered as "Late Modifications" and will be processed in accordance with the procedure set forth in paragraph 2.4 concerning "Late Bids". Except that, unlike a "Late Bid", the Purchaser will retain the modification until a selection is made. A modification to a Late Bid will not be considered in the evaluation and selection process. If the Bidder submitting the modification is determined to be the successful Bidder on the basis of the unmodified Bid, the modification may then be opened. If the modification makes the terms of the Bid more favourable to the Purchaser, the modified Bid may be used as the basis of Contract award. The Purchaser, however, reserves the right to award a Contract to the successful Bidder on the basis of the Bid submitted and disregard the late modification.

- 2.11.3** A Bidder may withdraw its Bid at any time prior to Bid opening without penalty. In order to do so, an authorized agent or employee of the Bidder must provide a statement of the firm's decision to withdraw the Bid, submitted to the Purchaser Point of Contact set out in Section 2.6.1.

**2.11.4** Except as provided in paragraph 2.12.4.2 below, a Bidder may withdraw its Bid after Bid opening only by forfeiture of the Bid Guarantee.

## **2.12 Bid Validity**

**2.12.1** Bidders shall be bound by the term of their Bids for a period of twelve (12) months starting from the Bid Closing Date specified in paragraph 2.3.1.

**2.12.2** In order to comply with this requirement, the Bidder shall complete the Certificate of Bid Validity set forth in ANNEX A.4. Bids offering less than this period of time, may be determined non-compliant.

**2.12.3** The Purchaser will endeavour to complete the evaluation and make an award within the Bid validity period. However, should that period of time prove insufficient to render an award, the Purchaser reserves the right to request an extension of the Bid validity period for all Bids that remain under consideration for award.

**2.12.4** Upon notification by the Purchaser of such a request for a time extension, the Bidders shall have the right to:

**2.12.4.1** accept this extension of time in which case Bidders shall be bound by the terms of their offer for the extended period of time and the Bid Guarantee and Certificate of Bid Validity will be extended accordingly; or

**2.12.4.2** refuse this extension of time and withdraw the Bid in which case the Purchaser will return the Bid Guarantee to the Bidder in the full amount without penalty.

**2.12.5** Bidders shall not have the right to modify their Bids due to a Purchaser request for extension of the Bid validity unless expressly stated in such request.

## **2.13 Bid Guarantee**

**2.13.1** The Bid Guarantee shall be submitted by:

(i) email: either directly by the banking institution or the Bidder to the email address specified in paragraph 3.4.2.2; and

(ii) postal mail: the original copy to the address specified in paragraph 3.4.2.3.

**2.13.2** The Bidder shall furnish with its Bid, a guarantee in an amount equal to Three Hundred Thousand Euro (€300,000).

**2.13.3** The Bid Guarantee shall be an irrevocable, unqualified and unconditional Standby Letter of Credit (SLC) issued by any of the banks (used interchangeably with “financial institution”) listed on the [Bank Guarantee section](#) of the NCI Agency public website (hereafter defined as the “Acceptable Banks”) or issued by a different financial institution and confirmed by any of the Acceptable Banks. In the latter case, signed original letters from both the issuing institution and the confirming institution must be provided. The confirming bank shall clearly state that it will guarantee the funds and the drawing against can be made by the NCI Agency. The Bid Guarantee shall be substantially similar to the SLC template provided on the Bank Guarantee section of the NCI Agency public website and shall be made payable to the: Treasurer, NCI Agency.

- 2.13.4 "Standby Letter of Credit" or "SLC"** as used herein, means a written commitment by a financial institution included in the list of Acceptable Banks, either on its own behalf or as a confirmation of the SLC issued by a different bank not on the list of Acceptable Banks to pay all or part of a stated amount of money, until the expiration date of the letter, upon presentation by the Purchaser of a written demand therefore. Neither the financial institution nor the Contractor can revoke or condition the SLC.
- 2.13.5** Bidders should note that, regardless of paragraph 12 of the Bid Guarantee-Standby Letter of Credit template provided on the [Bank Guarantee section](#) of the NCI Agency public website, it is possible to issue the SLC subject to a publication similar to the "International Standby Practices-ISP98 (1998 Publication) International Chamber of Commerce (ICC) Publication No. 590" (e.g. the Uniform Rules for Demand Guarantees ICC Publication No. 758) as long as the following basic principles remain: (1) it is a written commitment by one of the financial institutions included on the list of Acceptable Banks and (2) it includes the RFQ/contract number, bank name, Bidder/contractor name, amount, expiration date, and that overall, the language of the Bid Guarantee is substantially similar to the SLC template provided on the Bank Guarantee section of the NCI Agency public website.
- 2.13.6** Alternatively, a Bidder may elect to electronically make a cash deposit of the required Guarantee directly to the account of the NCI Agency (no cheques). The NCI Agency's bank account details will be provided separately upon request to the Point of Contact set out in Section 2.6.1.
- 2.13.7** If the Bid Closing Date is extended after a Bidder's financial institution has issued a Bid Guarantee, it is the obligation of the Bidder to have such Bid Guarantee (and confirmation, as applicable) extended to reflect the revised Bid validity date occasioned by such extension.
- 2.13.8** Failure to furnish the required Bid Guarantee in the proper amount, and/or in the proper form and/or for Bid the appropriate duration by the Bid Closing Date may be cause for the Bid to be determined non-compliant.
- 2.13.9** The Purchaser will make withdrawals against the amount stipulated in the Bid Guarantee under any of the following conditions:
- 2.13.9.1** The Bidder has submitted a successful Bid, but the Bidder declines to sign the Contract or is unable or unwilling to provide the Performance Guarantee required under the terms of the Contract within the time frame required;
  - 2.13.9.2** The Purchaser has offered the Bidder the Contract for execution but the Bidder has been unable to demonstrate compliance with the security requirements within the period stated in paragraph 1.5.5.
- 2.13.10** The Bid Guarantee will be returned to Bidders as follows:
- 2.13.10.1** To non-compliant Bidders forty-five (45) calendar days after notification by the Purchaser of a non-compliant Bid (except where such determination is challenged by the Bidder; in which case the Bid Guarantee will be returned forty-five (45) calendar days after a final determination of non-compliance);
  - 2.13.10.2** To all other unsuccessful Bidders within thirty (30) calendar days following the award of the Contract to the successful Bidder;

**2.13.10.3** To the successful Bidder upon submission of the Performance Guarantee prior to Contract signature.

**2.13.10.4** To Bidders who withdrew their Bid pursuant to paragraph 2.12.4.2.

## **2.14 Electronic Transmission of Information and Data**

**2.14.1** The Purchaser will communicate answers to Clarification Requests and amendments to this RFQ to the prospective Bidders as soon as practicable.

**2.14.2** Bidders are advised that the Purchaser will rely exclusively on email communication to manage all correspondence related to this RFQ, including RFQ amendments and clarifications.

**2.14.3** Bidders are cautioned that electronic transmission of documentation which contains classified information (NATO RESTRICTED, NATO CONFIDENTIAL, NATO SECRET) not allowed.

## **2.15 Supplemental Agreements and Export Controlled Information**

**2.15.1** Bidders are required, in accordance with the certificate at ANNEX A.10 of this Book I, to disclose any prospective Supplemental Agreements that are required by national governments to be executed by NATO/NCI Agency as a condition of Contract performance.

**2.15.2** Supplemental Agreements are typically associated with, but not necessarily limited to, national export control regulations, technology transfer restrictions and end user agreements.

**2.15.3** Bidders are cautioned that failure to provide full disclosure of the anticipated requirements and the terms thereof, to the best of the Bidder's knowledge and experience, may result in the Purchaser withholding award of the Contract or terminating an executed Contract if it is discovered that the terms of such Supplemental Agreements contradict the terms of the Contract, including the schedule, to the extent that either key objectives cannot be accomplished.

## **2.16 Notice of Limitations on Use of Intellectual Property Delivered to the Purchaser**

**2.16.1** Bidders are instructed to review Article 39 of the Contract Special Provisions and Article 30 of the Contract General Provisions. These Articles set forth the definitions, terms and conditions regarding the rights of the parties concerning Intellectual Property (IP) developed and/or delivered under the Prospective Contract or used as a basis of development under the Prospective Contract.

**2.16.2** All Contract deliverables are governed by a distinct set of Intellectual Property Rights (IPR) and Title and Ownership provisions, detailed in Book II, Prospective Contract.

**2.16.3** Bidders are required to disclose, in accordance with ANNEX A.14 and ANNEX A.15 of these Bidding Instructions, the Intellectual Property (IP) proposed to be used by the Bidder that will be delivered with either Background IPR or Third Party IPR. Bidders are required to identify such IP and the basis on which the claim of Background or Third Party IP is made.

- 2.16.4** The identification of Bidders' Background and/or Third Party IP shall be limited to those IPs associated with products and/or documentation which is indispensable in order to deliver, install and operate, support, maintain the system and to provide training and which are not related to products and/or documentation needed for internal processes only.
- 2.16.5** Bidders are further required to identify any restrictions on Purchaser use of the IP that is not in accordance with the definitions and rights set forth in the provisions of the Book II's Prospective Contract concerning use or dissemination of such IP.
- 2.16.6** Bidders are informed that any restriction on use or dissemination of IP conflicting with the terms and conditions of Book II or with the objectives and purposes of the Purchaser as stated in the Prospective Contract shall render the Bid non-compliant.
- 2.17 Notice to Bidders of Contract Distribution and Disclosure of Information**
- 2.17.1** The resulting Contract may be subject to release to (i) NATO Resource Committees through the NATO Office of Resources for audit purposes (including audits carried out using third party companies (see Book II, Special Provisions Article entitled "Notice of Authorized Disclosure of Information for Mandated NATO Third Party Audit by Resource Committees", and (ii) to the customer holding a Service Level Agreement with the NCI Agency related to this requirement, upon request from that customer.

**END OF SECTION 2**

## **SECTION 3 BID PREPARATION INSTRUCTIONS**

### **3.1 General**

- 3.1.1** Bids shall be prepared in accordance with the instructions set forth herein. Failure to comply with these instructions may result in the Bid being declared non-compliant.
- 3.1.2** Bidders shall prepare a complete Bid, which comprehensively addresses all requirements stated herein. The Bid shall demonstrate the Bidder's understanding of this RFQ and its ability to provide all the deliverables and services listed in the Schedule of Supplies and Services in accordance with the milestones therein.
- 3.1.3** The Bidder shall not restate the RFQ requirements in confirmatory terms only. The Bidder must clearly describe what is being offered and how the Bidder will meet all RFQ requirements. Statements in confirmatory terms only will be sufficient grounds for determining the Bid to be non-compliant.
- 3.1.4** Although the Purchaser may request clarification of the Bid, it is not required to do so and may make its determination on the content of the Bid as written. Therefore, Bidders shall assume that inconsistencies, omissions, errors, lack of detail and other qualitative deficiencies in the submitted Bid will have a negative impact on the final rating.
- 3.1.5** Bids containing conditional statements will be declared non-compliant, unless expressly allowed under this RFQ.
- 3.1.6** Bidders are advised that the Purchaser reserves the right to incorporate the successful Bid's offer in whole or in part by reference in the resulting Contract.
- 3.1.7** All documentation submitted as part of the Bid shall be classified at a level not higher than "NATO UNCLASSIFIED".

### **3.2 Language of Bid**

- 3.2.1** All notices and communications regarding this RFQ shall be written and conducted in English.
- 3.2.2** All Bids shall be submitted in English.

### **3.3 Bid Volume Content and Marking**

- 3.3.1** The complete electronic Bid shall consist of three distinct and separate volumes described in the following subparagraphs. Detailed requirements for the structure and content of each of these volumes are contained in these Bidding Instructions.
  - (i) Volume 1: Administration (paragraph 3.4)
  - (ii) Volume 2: Technical (paragraph 3.5)
  - (iii) Volume 3: Price (paragraph 3.6)
- 3.3.2** "Arial" fonts in size 11 shall be used for normal text, and "Arial Narrow" fonts not smaller than size 10 for tables and graphics.

- 3.3.3 File Size:** Emails submitted in response to this RFQ shall be less than 10 MB in size per email with no encryption or password protection to the file.
- 3.3.4 Page Limit:** The submitted Bid shall be in accordance with the page limit set out in the Bidder's Checklist in paragraph 3.7.
- 3.3.5** The Bid shall be consolidated into as few emails as possible and sent to the email address stated in paragraph 2.6.1.
- 3.3.6** The email shall have the following subject line: RFQ-CO-115714-INTEG Bid for *{Insert Company Name}*.
- 3.3.7** In the event the Bid must be submitted in multiple emails to stay under the size limit stated in paragraph 3.3.3, the Bidder shall add "Email 1 of 2", "Email 2 of 2" as necessary to the subject line of the email.
- 3.3.8** "*Company Name*" – in the subject line of the email, and in the names of the individual files, the name of the Bidder shall be abbreviated to no more than 10 characters. For example, if a company's name is "*Computer and Technology Research Company*", the company name could be shortened to "*CTRC*" in the email and file names.
- 3.3.9 Acceptable File Formats**
- 3.3.9.1** Unless otherwise directed, files shall be submitted in Adobe PDF format.
- 3.3.9.2** The Purchaser will NOT accept hard copies of Bid, CDs, thumb drives or zip files.
- 3.3.10** The individual electronic files sent by email shall have the naming convention listed in the table below. In the event the documents must be split into more than one file (to ensure the size of the email stays within the limit stated in paragraph 3.2.2), the Bidder shall add "Part 1 of 2", "Part 2 of 2" as necessary to the file names. Bid

Volume 1, Administration:	RFQ-CO-115714-INTEG -Company Name–Vol 1 –Past Performance (To be submitted by the Bidder's customer)
	RFQ-CO-115714-INTEG -Company Name–Vol 1–Admin
	RFQ-CO-115714-INTEG -Company Name–Vol 1–Bid Guarantee
Volume 2, Technical:	<b>Engineering</b>
	RFQ-CO-115714-INTEG -Company Name-Vol 2-AOD
	RFQ-CO-115714-INTEG -Company Name-Vol 2-SM
	RFQ-CO-115714-INTEG -Company Name-Vol 2-DS
	RFQ-CO-115714-INTEG -Company Name-Vol 2-TP
	<b>Management</b>
	RFQ-CO-115714-INTEG -Company Name-Vol 2-BQ
	RFQ-CO-115714-INTEG -Company Name-Vol 2-CV-KP
	RFQ-CO-115714-INTEG -Company Name-Vol 2-WMP
	RFQ-CO-115714-INTEG -Company Name-Vol 2-WIP
	RFQ-CO-115714-INTEG -Company Name-Vol 2-MTP
	RFQ-CO-115714-INTEG -Company Name-Vol 2-QAP
	RFQ-CO-115714-INTEG -Company Name-Vol 2-BRCM
	<b>Risk</b>
	RFQ-CO-115714-INTEG-Company Name-Vol 2-RL
	RFQ-CO-115714-INTEG-Company Name-Vol 2-RIMP

Volume 3, Price:	RFQ-CO-115714-INTEG-Company Name–Vol 3–Price
	RFQ-CO-115714-INTEG-Company Name-Vol 3-OfferSum

### 3.4 Volume 1: Administration

#### 3.4.1 Past Performance:

**3.4.1.1** A pre-qualifying step to the Source Selection shall be established by a competitive range restricting access to the next phases of the Source Selection (Technical and Price Evaluations) to those companies that can demonstrate successful past performance with both the technology to be delivered (i.e. Cloud Computing); as well as, the role of integrator.

**3.4.1.2** Bidders shall submit up to three (3) references per the Past Performance Reference Certificate, A.16. The references cited in Certificate A.16 shall be the same references that will provide the Bidders assessment on the Past Performance Questionnaire provided in the Past Performance Package Annex C. For each reference listed in A.16:

- A. The Bidder shall explain what aspects of the referenced contracts relate to the proposed effort according to the technical sub-factors stated in Section 3 of this RFQ. Similar contracts may be referenced to include varying degrees of technical complexity; variety of disciplines, and/or similar scope.
- B. Up to two of the three past performance efforts shall be where the Bidder was a Prime Contractor on the referenced Contract stated in Certificate A.16.
- C. One recent and relevant contract performed by the Bidders significant teaming partner or a significant subcontractor may be submitted. The Purchaser considers a significant subcontractor or teaming partner to be a company which:
  - Provides 30% or more of the support required;
  - Provides a critical portion of the effort required.

**3.4.1.3** The Past Performance evaluations will not be assigned a weight but will receive ratings for Recency, Relevancy, Past Performance Quality Ratings (submitted by Bidder's customers). An overall Performance Confidence Rating will be assigned based on these factors.

**3.4.1.4** Past performance references shall include rationale supporting the Bidder's assertion of relevance. Evaluations will factor the degrees of relevancy when assessing recent and relevant contracts including: performance quality of relevant and recent efforts; review of past performance information submitted by the Bidder's customers determining the overall rating at the factor level as it applies to the performance confidence assessment. Ratings are specified in Section 4.

**3.4.1.5** The Past Performance Package Annex C includes the following to be sent up to three (3) of the Bidder's customers for evaluation as cited in Certificate A.16:

- A. Sample Consent Letter
- B. Past Performance Questionnaire Rating Sheet
- C. Past Performance Questionnaire

**3.4.1.6** The Bidder shall provide the consent letter to their customer to release their past

performance information to the Purchaser provided in the Past Performance Package Annex C.

- 3.4.1.7** The Bidder shall send the Past Performance Rating Sheet and Questionnaire for recent and relevant past/present performance efforts for evaluation by their customer.
- 3.4.1.8** Recent past performance shall be considered within the last five (5) years or for efforts currently being performed with a six (6) month minimum performance from the date of the issuance of this RFQ.
- 3.4.1.9** References for proposed subcontractors that do not meet the qualification criteria stated in 3.4.1.2 (C) will not be considered significant and will not be considered relevant.
- 3.4.1.10** The Bidder shall not complete any section of the Past Performance Questionnaire except Section I as highlighted in the questionnaire. Once the questionnaire is completed by the Bidder's customer, the information contained therein shall be considered Source Selection Information and shall be sent by the Bidder's customer directly to the email below under 3.4.1.10.1. Early submission of the Past Performance Questionnaires is highly encouraged.

**3.4.1.10.1** Past Performance Questionnaires shall be sent from the Bidder's customer to:

[RFQCO115714INTEG@ncia.nato.int](mailto:RFQCO115714INTEG@ncia.nato.int)

**3.4.1.10.2** Past Performance Questionnaires shall be submitted **no later** than the bid closing date and time of the RFQ.

***NOTE: It is the responsibility of the Bidder to ensure their customer submits the Past Performance Questionnaire assessment to the Purchaser by the Bid Closing Date and Time as stated in Section 2.3.1.***

### **3.4.2 Quantity**

- 3.4.2.1** One (1) merged PDF file containing all of the Certificates specified in paragraph 3.7.1.1, signed in the original or electronically by an authorized representative of the Bidder. No alternative versions of certificates will be recognised and may lead to non-compliance;
- 3.4.2.2** One electronic (1) PDF file of the Bid Guarantee submitted to:  
[NCIABankGuarantee@ncia.nato.int](mailto:NCIABankGuarantee@ncia.nato.int)
- 3.4.2.3** In addition, an original (paper) copy of the Bid Guarantee shall be sent to the Purchaser. This original shall be received no later than seven (7) calendar days after the Bid Closing Date (in paragraph 2.3.1) at the following address:

ATTN: Ms. Eva Benson  
RFQ-CO-115714-INTEG  
**NCI Agency**  
NATO Headquarters  
Industrial Infrastructure Building  
Reception Service

Rue Arthur Maes 1  
1130 Brussels, Belgium

**3.4.2.4** Failure to comply with paragraphs 3.4.2.2 and 3.4.2.3 may be cause for the Bid to be determined non-compliant.

**3.4.3** Each cited Past Performance reference per A.16 shall not exceed two (2) pages per reference for a total of six (6) pages. Failure to comply with section 3.4.1 will be cause for the Bid to be determined non-compliant.

**3.4.4** No information disclosing or contributing to disclose the Bid price shall be made part of Volume 1 (Administration). Failure to abide to this prescription shall result in the Bid being declared non-compliant.

### **3.5 Volume 2: Technical**

#### **3.5.1 Quantity**

**3.5.1.1** One (1) merged PDF file containing all the documents / One (1) PDF file per requested line item as specified in paragraph 3.7.1.2.

**3.5.1.2** No information disclosing or contributing to disclose the Bid Price shall be made part of Volume 2 (Technical). Failure to abide to this prescription shall result in the Bid being declared non-compliant.

**3.5.1.3** It is of utmost importance that Bidders respond to all of the technical requirements contained in the RFQ Statement of Work (including all annexes) and all the Bidding Instructions, not only with an affirmation of compliance but also with an explanation of how each requirement will be met. A simple copy/paste of the requirements from the RFQ into a Bid will not constitute sufficient grounds of compliance and may lead to a determination of non-compliance.

#### **3.5.2 Volume 2 (Technical) shall include:**

**3.5.2.1 Executive Summary:** Bidders shall provide an overview of the salient features of their Volume 2 (Technical) in the form of an executive summary. An executive summary is not mandatory and shall not be evaluated. This summary (if included) shall not exceed 1 page.

##### **3.5.2.2 Part 1: Engineering**

**3.5.2.2.1** All areas of Part 1 Engineering shall comprehensively demonstrate feasibility and reasonableness of the proposed solution.

**3.5.2.2.2** Part 1 Engineering shall include:

**3.5.2.2.2.1 Table of Contents:** Bidders shall compile a detailed table of contents which lists not only the section headings but also the major sub-sections, and topic headings required set forth in these Bidding Instructions or implicit in the organisation of Part 1 (Engineering).

**3.5.2.2.2.2 Requested Documentation:** One (1) PDF file for each of the requested documents as specified in paragraph 3.7.1.2 Part 1 and in accordance with Book II Part IV SOW

**3.5.2.2.2.3 Draft Automation and Orchestration Design (AOD):** The Bidder shall submit a draft design describing their proposal for automation and orchestration in accordance with Book II Part IV SOW Section 4.4.4.

**3.5.2.2.2.3.1 The AOD shall include:**

**3.5.2.2.2.3.1.1** All DevOps pipelines required to fulfil the automation and orchestration of the implementation of infrastructures nodes including IaaS, CPS and ECS services:

**3.5.2.2.2.3.1.1.1** Purpose of each pipeline and description of the phases.

**3.5.2.2.2.3.1.1.2** Associated environments (physical / logical) for each phase of each pipeline.

**3.5.2.2.2.3.1.1.3** Associated software and tools leveraged for each phase of each pipeline.

**3.5.2.2.2.3.1.1.4** Associated roles and actors for each phase of each pipeline.

**3.5.2.2.2.3.1.1.5** Detail of all security mechanisms implemented to ensure security by design for each phase of each pipeline.

**3.5.2.2.2.3.1.2** The mechanisms for deployment and testing of changes used for the rollouts including:

**3.5.2.2.2.3.1.2.1** Large amount of infrastructure nodes in short period of time.

**3.5.2.2.2.3.1.2.2** Updates of infrastructure nodes and associated services already deployed.

**3.5.2.2.2.3.1.3** Description of design software, tools and licenses specifications related to the requirement of Book II Part IV SoW 4.4.4, including at minimum:

**3.5.2.2.2.3.1.3.1** Version Control, Validation Workflows, Continuous Integration, Continuous Delivery and Continuous Deployment tooling and processes.

**3.5.2.2.2.3.1.3.2** How the proposed solution leverage the NATO Public Cloud Services and especially the NATO Software Factory as specified in Book II Part IV SOW Section 4.2.7

**3.5.2.2.2.3.1.3.3** Specifying the breakdown of the licenses provided (as an extract of the 'Material and Software' sheet from the Bidding Sheets without the price information) for both the NATO ON and IREEN ON@NU as per Book II Part IV SOW Section 4.4.4 regardless of the use of NATO Public Cloud Services.

**3.5.2.2.2.4 Draft Security Accreditation (SA) Documentation:** The Bidder shall provide a matrix detailing which and how security mechanism will be implemented to meet AC/322-D/0048-REV3, per Technical services listed in Book II Part IV SOW Section 4.2 and in accordance with Book II Part IV SOW Section 8.

**3.5.2.2.2.4.1** The SA matrix shall describe all software and tools involved.

**3.5.2.2.2.4.2** The SA matrix shall describe all technical mechanisms to be implemented.

**3.5.2.2.2.5 Draft Design Specifications (DS):**

**3.5.2.2.2.6** The Bidder shall provide draft Design Specifications Documentation as per Book II Part IV SOW Section 13.3.1.

**3.5.2.2.2.6.1** The Bidder shall provide a draft Low Level Design specifying:

**3.5.2.2.2.6.1.1** How the documentation will be created and updated.

**3.5.2.2.2.6.1.2** Information covering all sections of Service Design Packages (SDP) documents.

**3.5.2.2.2.6.1.3** End to End information flow for 2 sub-services

**3.5.2.2.2.6.1.4** How the associated elements required for the Security Accreditation Documentation Set and how security requirements will be met for the 2 sub-services.

**3.5.2.2.2.6.1.5** Detailed internal and external connections of the system for the 2 sub-services.

**3.5.2.2.2.6.2** The Bidder shall provide recommendations on updates and required modifications to the High Level Design for AG1&2 as per Book II Part IV SOW Section 13.3.1.

**3.5.2.2.2.6.3** The Bidder shall provide an example of as-built documentation for a private cloud as per Book II Part IV SOW Section 13.3.4.

**3.5.2.2.2.6.4** The Bidder shall provide the breakdown of the HW&SW (as an extract of the 'Material and Software' sheet from the Bidding Sheets without the price information) that is required for 'Cyber Security Monitoring' solution as per Book II Part IV SOW Annex C.

**3.5.2.2.2.7 Draft Transition and Activation Plan (TP):**

**3.5.2.2.2.7.1** The Bidder shall provide a draft TP as per Book II Part IV SOW Section 13.3.2.

**3.5.2.2.2.7.2** The draft TP shall describe the Bidder's approach to transition as follows:

**3.5.2.2.2.7.2.1** Current state (i.e. AS-IS) to ON Ready IaaS and EUD at the completion of AG1&AG2

**3.5.2.2.2.7.2.2** ON Ready IaaS node to the E2E DC Services (i.e. TO-BE) at the completion of AG4

**3.5.2.2.2.7.3** The Bidders' approach shall describe:

**3.5.2.2.2.7.3.1** How service interruptions are minimized;

**3.5.2.2.2.7.3.2** How physical changes are managed, minimized or avoided;

**3.5.2.2.2.7.3.3** How to leverage, if required, transitional hardware.

**3.5.2.2.2.8** The draft TP shall contain and refer to the associated transitional architecture and design elements.

### **3.5.2.3 Part 2: Management**

**3.5.2.3.1** All areas of Part 2 (Management) shall comprehensively demonstrate feasibility and reasonableness of the proposed approach.

**3.5.2.3.2 Part 2 Management shall include:**

**3.5.2.3.2.1 Table of Contents:** Bidders shall compile a detailed table of contents which lists not only the section headings but also the major sub-sections, and topic headings required set forth in these instructions or implicit in the organisation of Part 2 (Management).

**3.5.2.3.2.2 Requested Documentation:** One (1) PDF file for each of the requested documents as specified in paragraph 3.7.1.2 Part 2 and in accordance with the Statement of Work.

**3.5.2.3.2.3 Bidder Qualifications:** The Bidder shall describe and demonstrate the relevant corporate experience in at least one (1) recent contract within the last five (5) years for which the Bidder had delivered the same as or substantially similar to the proposed solution, with at least one intelligence or military or law enforcement customer.

**3.5.2.3.2.4** The Bidder shall provide evidence relevant to this RFQ of:

**3.5.2.3.2.4.1** Experiences to support the Project and System Lifecycle of the referenced project(s)

**3.5.2.3.2.4.2** Description of the solution deployed/delivered for each referenced previous project(s) above

**3.5.2.3.2.4.3** Tailored standards, process descriptions, and procedures for a project from the organization's set of standard processes

**3.5.2.3.3 CVs-Project Management Key Personnel (CV-KP):** The Bidder shall provide the Curriculum Vitae (CV) of each individual Key personnel, clearly demonstrating their education and experience as required in Book II Part IV SOW Section 7.3.

**3.5.2.3.3.1** The Bidder's Key Personnel shall have as a minimum Expert level at English Language proficiency in accordance with NATO STANAG 6001 as stated in Book II Part IV SOW Section 7.3.

**3.5.2.3.4 Draft Work Package Management:** In order to demonstrate how the Bidder plans to approach the management of the Work Package (according to SOW Section 7), the Bidder shall submit a draft version of the Work Package Management Plan (WMP).

**3.5.2.3.4.1** The draft WMP shall follow the structure called for in Book II Part IV SOW Section 13.2.1.1.

- 3.5.2.3.4.2** The draft WMP shall include examples of indicators and metrics from similar AGILE project which covered at least the management, development and test activities.
- 3.5.2.3.4.3** The Bidder shall incorporate as detailed annexes in to the WMP the following:
- 3.5.2.3.4.3.1** Annex A -Product Breakdown Structure (PBS) shall be structured according to Book II Part IV SOW Section 13.2.1.4
- 3.5.2.3.4.3.2** Annex B - Work Package Management Schedule (WMS) shall follow the format of Book II Part IV SOW Section 13.2.1.3
- 3.5.2.3.4.3.3** Annex C – Contractor Cyber Incident Management Plan (template)
- 3.5.2.3.4.3.4** Annex D - Integrated Support (ISP) Plan shall be provided in accordance with Book II Part IV SOW Section 12.1, with a focus on the Training Plan.
- 3.5.2.3.5** **Draft Work Package Implementation Plan (WIP)**: The initial shall describe the Bidder's proposed approach to meeting the requirements of Book II Part IV SOW Section 13.2.
- 3.5.2.3.5.1** The draft WIP shall cover the entire design and implementation scope (Book II Part IV SOW Section 4 and Book II Part IV SOW Appendix 1 SRS), and include the sequence of activation of the sites to be implemented.
- 3.5.2.3.5.2** The draft WIP shall follow the structure of Book II Part IV SOW Section 13.2.1.2.
- 3.5.2.3.6** **Draft Master Test Plan (MTP)**: The Bidder shall provide a draft Master Test Plan (MTP), which describes its proposed approach to meeting the requirements of Book II Part IV SOW Section 11.
- 3.5.2.3.6.1** MTP activities shall be included in the WMS and products shall be described in the PBS
- 3.5.2.3.6.2** As part of the MTP, the Bidder shall provide a draft Defect Reporting and Management Plan, which describes its proposed approach to meeting the requirements of Book II Part IV SOW Section 11.
- 3.5.2.3.7** Draft **Quality Assurance Plan (QAP)**:
- 3.5.2.3.7.1** The Bidder shall provide a draft Quality Assurance Plan (QAP) which conforms to the requirements detailed in Book II Part IV SOW Section 9 of the SOW, and more specifically, Section 9.6.
- 3.5.2.3.8** **Bid-Requirements Cross-Reference Matrix (BRCM)**: The Bidder shall complete and return RFQ Cross-Reference; BRCM as instructed in Book I Annex D.
- 3.5.2.3.8.1** The BRCM shall include all sections of the RFQ requirements.
- 3.5.2.3.8.2** As part of the BRCM in a new tab to the spreadsheet, the Bidder shall submit a draft Requirement Traceability Matrix (RTM) to correspond with Book II Part IV SOW Section 11.3.5.
- 3.5.2.3.8.3** The Bidder shall provide the RTM in Excel format including the information listed below:

- 3.5.2.3.8.3.1 “Reference ID”, the reference of the section/requirement under consideration.
- 3.5.2.3.8.3.2 “SOW Requirement” references covering all ‘shall’ statement of the SOW (including SOW annex A)
- 3.5.2.3.8.3.3 “Description”: the actual text of the section/requirement under consideration.
- 3.5.2.3.8.3.4 “Bid Reference” indicating where in their Bid the associated Bid Instruction Reference and/or SOW Requirement Reference is/are addressed. Bid Reference shall be provided in the form “Volume # - Doc # - Section #”
- 3.5.2.3.8.3.5 “How the response is compliant”. This column shall be used by the Bidders to provide a brief description of how the Bidder meets the requirement.
- 3.5.2.3.8.3.6 “Compliance statement”: Does the Bid cover and comply with the section/requirement under consideration.
- 3.5.2.3.8.3.7 “Verification Method”: How will the requirement be verified e.g. by Inspection, Test, or Demonstration.
- 3.5.2.3.8.3.8 “Test Event”: If the requirement is to be verified by testing then which test event will that be achieved.
- 3.5.2.3.8.3.9 “Coverage Status”: This will be untested at the bidding stage

#### 3.5.2.4 Part 3: Risk

- 3.5.2.4.1 All areas of Part 3 Risk shall comprehensively demonstrate covers the Management component of the proposal and will be used to assess Bidder’s ability to manage risks and issue.

#### 3.5.2.4.2 Part 3 Risk shall include:

- 3.5.2.4.2.1 **Table of Contents:** Bidders shall compile a detailed table of contents which lists not only the section headings but also the major sub-sections, and topic headings required set forth in these instructions or implicit in the organisation of Part 3 Risk.

- 3.5.2.4.2.2 **Requested Documentation:** One (1) PDF file for each of the requested documents as specified in paragraph 3.7.1.2 Part 3 and in accordance with the Statement of Work.

- 3.5.2.4.2.3 **Draft Risk Log (RL):** Based on the furnished ITM-RC1 Risk and Issue Management Plan (RIMP), the Bidder shall submit an draft Risk log describing a minimum of ten (10) and a maximum of fifteen (15) most important risks to the successful completion of the Work Package from its perspective. For each risk identified the Bidder shall state the perceived likelihood of the risk becoming a reality, the impact of risk manifesting itself and assess the severity of the impact should that come to pass. For each risk identified, the Bidder shall describe its proposed mitigation of that risk in the event of it becoming a reality. The Bidder shall describe how risk will be managed throughout the execution of the contract in response to the requirements of Book II Part IV SOW Section 4.

**3.5.2.4.2.3.1** The Risk Log shall be in accordance with Book II Part IV SOW Section 13.2.1.8, especially with regard to its attributes definitions and usage.

**3.5.2.4.2.4 Risk and Issue Management Plan (RIMP):** The Bidder shall submit a draft Risk and Issue Management Plan with the details in accordance with RIMP Book II Part IV SOW Section 13.2.1.7.

### **3.6 Volume 3: Price**

#### **3.6.1 Introduction**

**3.6.1.1** Bid pricing requirements as addressed in this section 3.6 are mandatory. Failure to abide to these Bid pricing requirements may lead to the Bid being declared non-compliant and not being taken into consideration for award.

**3.6.1.2** No alteration of the Bidding Sheet - including, but not limited to quantity indications, descriptions, titles or pre-populated not-to-exceed amounts - are allowed with the sole exception of those explicitly indicated as allowed in this document or in the instructions embedded in the Bidding Sheet file.

**3.6.1.3** The first tab of the Bidding Sheet MS Excel file titled “Instructions” includes the set of instructions Bidders shall read and follow for pricing.

**3.6.1.3.1** Bidders shall enter pricing in the “SSS” tab. Bidders shall note that CLIN Summary tab for Spiral 0 and 1 and tab for Spirals 2 through 5 will populate with the pricing provided under the “SSS” tab. CLIN Summary Spirals 0 – 1 and CLIN Summary- Spirals 2-5 include notional quantities and delivery dates have been entered in all tabs strictly for evaluation purposes only. The bidder shall note that upon Contract Award, the CLIN Summary tabs for CLIN Summary Spirals 0-1 and CLIN Summary Spirals 2-5 will be removed and will not be part of the Contract (Book II Part I),

**3.6.1.3.2** The “SRS (Agile Implementation)” tab does not require the Bidder to enter pricing. The Purchaser has provided the rating for the level of complexity of each requirement on a relative scale basis (rating 1 for requirements with the lowest level of complexity up to rating 4 for requirements with the highest level of complexity). Based on the selected ratings, the SRS requirements will be grouped in four (4) clusters, each of them to be priced under “REQ-AGL-4.0” in the “SSS” tab.

**3.6.1.3.3.** The “Material and Software” tab requires the Bidder to provide: Part Number (P/N), Description, Unit of Measure, Quantity and Unit Price for **ALL** REQ sections within this tab for Automation and Orchestration solution (i.e. licenses and tools) and Cyber Security Monitoring Implementation (hardware and software). The Bidder’s proposal for items shall encompass the solution for the REQ numbers listed in “Material and Software” tab; pricing from this tab will populate the identified sections in the “SSS” tab.

**3.6.1.3.4** All pricing is Firm Fixed Price. After month 36 until the end of the period of performance, pricing is Firm Fix Price subject to Economic Price Adjustment per Contract Special Provision 8 stated in Book II Part II.

**3.6.1.3.5** If multiple currencies are used, the Bidder shall submit a separate Bidding Sheet MS Excel file per currency.

### 3.6.2 Quantity

**3.6.2.1** One (1) completed MS Excel (native) file of the Bidding Sheet document or if multiple currencies is being used, one MS Excel file per currency. This MS Excel file shall be duly completed, shall be able to be manipulated (i.e. not an image), and shall be the full and complete Volume 3 (Price).

**3.6.2.2** One (1) PDF file of the Offer Summary sheet (i.e. Tab 1) of the Bidding Sheet.

### 3.6.3 General Rules

**3.6.3.1** Bidders are required, in preparing their Volume 3 (Price), to utilise the electronic files provided as part of this RFQ and referenced in paragraph 3.6.2.

**3.6.3.2** This Excel file includes detailed instructions on each tab that will facilitate Bidders' preparation of the Bid pricing. These instructions are mandatory.

**3.6.3.3** All metrics (e.g. cost associated with labour) will be assumed to be standard or normalised to 7.6 hours/day, for a five-day workweek at NATO and national sites and Contractor facilities.

**3.6.3.4** Should the apparent successful Bid be in currency other than Euro, the award of the Contract will be made in the currency or currencies of the Bid.

**3.6.3.5** Bidders are advised that formulae, designed to ease evaluation of their Bid, have been inserted in the electronic copies of the Bidding Sheets. Notwithstanding this, the Bidder remains responsible for ensuring that their figures are correctly calculated and should not rely on the accuracy of the formulae used in electronic copies of the Bidding Sheets.

**3.6.3.6** Bidders are responsible for the accuracy of their price. The Volume 3 (Price) that has apparent computational errors may have such errors resolved in the Purchaser's favour or, in the case of gross omissions, inconsistencies or errors, may be determined to be non-compliant.

**3.6.3.7** If the Bidder identifies an error in the spreadsheet, it should notify the Purchaser through the RFQ Clarification Request process described in section 2.7. The Purchaser will then make a correction and notify all the Bidders of the update.

**3.6.3.8** The total price of the Bid shall not exceed the financial ceilings stated below in paragraphs 3.6.3.9 through 3.6.3.11. Bids submitted in excess of these ceilings may be determined to be non-compliant and eliminated from further consideration.

**3.6.3.9** Bidders are advised that there is a 40% Ceiling for CLIN 1, as a percentage of Spirals 0 through 1 total bid price.

**3.6.3.10** Bidders are advised that the total price for the first ceiling shall not exceed a ceiling of € 15,334,589.00 for Spirals 0 through 1 broken down as:

CLIN 1.0	CLIN 1.0 (SPIRALS 0-1 EVALUATED) - Design
CLIN 2.0	CLIN 2.0 (SPIRALS 0-1 EVALUATED) - AG1, AG2 & AG3 Implementation (IREEN @NU)
CLIN 3.0	CLIN 3.0 (SPIRALS 0-1 EVALUATED) - AG1 & AG2 Implementation Agile Sprints (BEL-CAS-01)

CLIN 4.0	CLIN 4.0 (SPIRALS 0-1 EVALUATED) - AG1 & AG2 Implementation Agile Sprints (ITA-LAG-01)
CLIN 5.0	CLIN 5.0 (SPIRALS 0-1 EVALUATED) - AG3 Implementation Agile Sprints - Proof of Concept (POC)
CLIN 6.0	CLIN 6.0 (SPIRALS 0-1 EVALUATED) - Implementation (Cyber Security Monitoring)
CLIN 7.0	CLIN 7.0 (SPIRALS 0-1 EVALUATED) - Support to Purchaser Activities

**3.6.3.11** Bidders are advised that the total price for the second ceiling shall not exceed a ceiling of € 12,693,725.00 for Spirals 2 through 5 broken down as:

CLIN 8.0	CLIN 8.0 (SPIRALS 2-5 EVALUATED) - AG1, AG2 & AG4 Implementation (Enhanced Nodes)
CLIN 9.0	CLIN 9.0 (SPIRALS 2-5 EVALUATED) - AG1, AG2 & AG4 Implementation (Standard Nodes)
CLIN 10.0	CLIN 10.0 (SPIRALS 2-5 EVALUATED) - AG1, AG2 & AG4 Implementation (Remote Nodes)
CLIN 11.0	CLIN 11.0 (SPIRALS 2-5 EVALUATED) - AG5 Implementation (ETEE)
CLIN 12.0	CLIN 12.0 (SPIRALS 2-5 EVALUATED) - AG4 & AG5 Implementation (Data Centers)
CLIN 13.0	CLIN 13.0 (SPIRALS 2-5 EVALUATED) - AG4 & AG5 Implementation (IREEN)
CLIN 14.0	CLIN 14.0 (SPIRALS 2-5 EVALUATED) - Implementation (Cyber Security Monitoring)
CLIN 15.0	CLIN 15.0 (SPIRALS 2-5 EVALUATED) - Support to Purchaser Activities

**3.6.3.12** The structure of the Bidding Sheets shall not be changed (other than as indicated elsewhere) nor should any quantity or item description in the Bidding Sheets. The currency(ies) of each contract line item and sub-item shall be shown. For multiple currencies, bidders must submit separate copies of the bidding sheets: one MS Excel file per currency. The prices provided shall be intended as the comprehensive total price offered for the fulfilment of all requirements as expressed in the RFQ documentation to include those expressed in the SOW.

**3.6.3.13** With the exception of any pre-populated not-to-exceed amounts, Bidders shall furnish Firm-Fixed Price for all required items in accordance with the format set forth in the instructions for preparation of the Bidding Sheets.

**3.6.3.14** Offered prices shall not be "conditional" in nature. Any comments supplied in the Bidding Sheets which are conditional in nature, relative to the offered prices, may result in a determination that the Bid is non-compliant.

**3.6.3.15** Bidders shall quote in their own national currency or in EURO. Bidders may also submit Bids in multiple currencies including other NATO member states' currencies under the following conditions:

**3.6.3.15.1** The currency is of a Participating Country in the project, as defined in paragraph 2.1.1.8, and

**3.6.3.15.2** The Bidder can demonstrate, either through subcontract arrangements or in its proposed work methodology, that it will have equivalent expenses in that currency. All major subcontracts and their approximate anticipated value shall be listed in ANNEX A.13, List of Prospective Subcontractors, with the breakdown of the value.

**3.6.3.16** The Purchaser, by virtue of its status under the terms of Article IX and X of the [Ottawa Agreement](#), is exempt from all direct taxes (incl. VAT) and all customs duties on merchandise imported or exported. Bidders shall acknowledge such exemption through execution of the Certificate at ANNEX A.6.

**3.6.3.16.1** Following contract award, the successful Bidder agrees to verify prior to issuance of any invoice and in consultation with the Purchaser, whether in the nation where the VAT would be due, the Purchaser is exempt from VAT at source or is entitled to claim reimbursement of VAT. Where the Purchaser is exempt from VAT at source, the Bidder shall exclude VAT from the invoice. Outside of this, the successful Bidder will cooperate with the Purchaser to provide all necessary documentation to ensure Purchaser obtains the VAT exemption.

**3.6.3.17** Unless otherwise specified in the instructions for the preparation of Bidding Sheets, all prices quoted in the Bid shall be on the basis that all deliverable items shall be delivered “Delivery Duty Paid (DDP)” in accordance with the International [Chamber of Commerce INCOTERMS® 2020](#).

**3.6.3.18** The Bidder’s attention is directed to the fact that the Volume 3 (Price) shall contain no document and/or information other than the priced copies of the Bidding Sheets. Any other document will not be considered for evaluation.

### 3.7 Bidder’s Checklist

**3.7.1** The tables below provide an overview of all items to be delivered by the Bidder as part of this Bid. Bidders are invited to use these tables to verify the completeness of their Bid.

#### 3.7.1.1 Volume 1: Administration

#	Item	Quantity and Format	Requirements and Evaluation Criteria (RFQ Reference)
1	ANNEX A.1 Certificate of Legal Name of Bidder	1 (merged) PDF file containing documents #1 to #17  #16 shall not exceed a total of six (6) pages  (One reference per page and one page providing the description of work performed under the referenced effort)	Section 4.4
2	ANNEX A.2: Acknowledgement of Receipt of RFQ Amendments (if applicable)		
3	ANNEX A.3: Certificate of Independent Determination		
4	ANNEX A.4: Certificate of Bid Validity		
5	ANNEX A.5: Certificate of Price Ceilings		
6	ANNEX A.6: Certificate of Acknowledgement of Purchaser Exemption from Taxes, Duties, and Charges		
7	ANNEX A.7: Certificate of Origin of Equipment, Services and Intellectual Property		
8	ANNEX A.8: Comprehension and Acceptance of Contract General and Special Provisions		

9	ANNEX A.9: Disclosure of Involvement of Former NCI Agency Employment		
	ANNEX A.9a: Excerpt of NCI Agency AD. 05.00, Code of Conduct <i>Please note this excerpt is for information only and does not need to be signed or submitted.</i>		
10	ANNEX A.10: Disclosure of Requirements for NCI Agency Execution of Supplemental Agreements		
11	ANNEX A.11: Certificate of AQAP 2110 or ISO-9001:2015 Compliance. (The Bidder shall attach a copy of such certificate to Volume 1).		
12	ANNEX A.12: List of Proposed Key Personnel		
13	ANNEX A.13: List of Prospective Subcontractors/Consortium Members		
14	ANNEX A.14: Bidder Background IPR		
15	ANNEX A.15: Subcontractor and Third Party IPR		
16	ANNEX A.16: Past Performance References (up to three references)		
17	ANNEX A.17: Vendor Supply Chain Security Self-Attestation Statement		
	ANNEX A.17a: Excerpt of the NATO Supply Chain Security Requirements. <i>Please note this excerpt is for information only and does not need to be signed or submitted.</i>		
18	<u>Past Performance Package</u> (Bidder shall send the Past Performance Package up to three (3) of their customers): Sample Consent Letter Past Performance Questionnaire Rating Sheet Past Performance Questionnaire  The Bidder's customer is to return to the Purchaser the Past Performance Questionnaire with their assessment as specified in Section 3.4.1 by the Bid Closing Date.		
19	Bid Guarantee – Standby Letter of Credit <i>Bidders are reminded that the Bid Guarantee shall reflect any</i>	1 PDF file +	Sections 3.4.2.2 and 3.4.2.3

	<i>extensions to the Bid Validity Date due to extensions in the Bid Closing Date.</i>	1 original (paper) copy	
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### 3.7.1.2 Volume 2: Technical

#	Item	Quantity and Format	Maximum Page Limit	Requirements and Evaluation Criteria (RFQ Reference)
1	Executive Summary	1 PDF file	1	
2	Table of Contents		No page limit	
3	Part 1: Engineering	-	80	
	a. Table of Contents	1 PDF file	No page limit	
	b. Draft Automation and Orchestration Design (AOD)	1 PDF file	20	Section 4.5.2.5
	c. Draft Security Accreditation (SA) Documentation	1 PDF file	20	Section 4.5.2.6
	d. Draft Design Specifications (DS)	1 PDF file	20	Section 4.5.2.7
	e. Draft Transition and Activation Plan(TP)	1 PDF file	20	Section 4.5.2.8
4	Part 2: Management		170	
	a. Table of Contents	1 PDF file	No page limit	
	b. Bidder Qualifications	1 PDF file	20	Section 4.5.3.4
	c. CVs- Key Personnel (CV-KP)	1 PDF file	40	Section 4.5.3.5
	d. Draft Work Package Management Plan (WMP)	1 PDF file	30	Section 4.5.3.6
	e. Draft Work Package Implementation Plan (WIP)	1 PDF file	20	Section 4.5.3.7
	f. Draft Master Test Plan (MTP)	1 PDF file	20	Section 4.5.3.8

	<b>g.</b> Draft Quality Assurance Plan (QAP)	1 PDF file	20	Section 4.5.3.10
	<b>h.</b> Bid-Requirements Cross-Reference Matrix (BRCM)	1 Excel file		Section 4.5.3.11
<b>5</b>	Part 3: Risk		20	
	<b>a.</b> Table of Contents	1 PDF file	No page limit	
	<b>b.</b> Draft Risk Log (RL)	1 Excel file	-	Section 4.5.4.4
	<b>c.</b> Draft Risk and Issue Management Plan (RIMP)	1 PDF file	20	Section 4.5.4.5

### 3.7.1.3 Volume 3: Price

#	Item	Quantity and Format	Requirements and Evaluation Criteria (RFQ Reference)
<b>1</b>	Bidding Sheets (i.e. "RFQ-CO-115714-INTEG_Book I-Bidding Sheets.xlsx")	1 completed MS Excel file (Per currency, if needed)	Section 4.6
<b>2</b>	Offer Summary Tabs of the Bidding Sheets	1 PDF file (Per currency, if needed)	

**END OF SECTION 3**

## SECTION 4 BID EVALUATION AND CONTRACT AWARD

### 4.1 General

- 4.1.1** The evaluation of Bids will be made by the Purchaser solely on the basis of the requirements in this RFQ.
- 4.1.2** The evaluation of Bids and the determination as to the compliance or technical adequacy of the supplies and services offered will be based only on that information furnished by the Bidder and contained in its Bid. The Purchaser shall not be responsible for locating or securing any information which is not included in the Bid or included only by reference. Bidders are therefore invited not to include documents by reference, as those will not be taken into account.
- 4.1.3** To ensure that sufficient information is available, the Bidder shall furnish with its Bid all information appropriate to provide a complete description of the work which will be performed and/or the supplies to be delivered. The information provided shall be to a level of detail necessary for the Purchaser to determine exactly what the Bidder proposes to furnish and whether the offer meets the technical, administrative and contractual requirements of this RFQ.
- 4.1.4** The Purchaser, at its own discretion, reserves the right to request clarifications of the Bid at any time during the evaluation and the Bidder shall provide sufficient detailed information in connection with such requests as to permit the Purchaser to make a final assessment of the Bid. Receiving such Clarification Request(s) shall by no means construe an impending award. The sole purpose of such Clarification Requests will be to resolve ambiguities in the Bid and to permit the Bidder to state its intentions regarding certain statements contained therein. The Clarification Request stage is not to elicit additional information from the Bidder that was not contained in the original submission or to allow the Bidder to supplement cursory answers or omitted aspects of the Bid. The Bidder is not permitted any cardinal alteration of its Bid at any time.
- 4.1.5** The Bidder's prompt response to the Purchaser's Clarification Requests is important and therefore failure to provide the requested clarifications within the time-limits set forth in the specific Clarification Requests (minimum 24 hours next working day) may cause the Bid to be deemed non-compliant.
- 4.1.6** The Purchaser reserves the right, during the evaluation and selection process, to verify any statements made concerning experience and facilities, by making a physical inspection of the Bidder's facilities and capital assets and by interviewing proposed key personnel. Physical inspections and interviews shall also apply to assertions in the Bid made on behalf of proposed subcontractors. The Bidder shall be responsible for providing access to its own or subcontractors' facilities and personnel.
- 4.1.7** The evaluation will be conducted in accordance with [NATO Procedures for International Competitive Bidding](#) as set forth in the document, and the Best Value evaluation procedures set forth in [AC/4-D\(2008\)0002-REV2](#), "Procedures and Practices for Conducting NSIP International Competitive Bidding Using Best Value Methodology", with the exception described in paragraph 4.3.1.2. The Bid evaluation methodology to be followed, including the top-level evaluation criteria and their weighting factors, were agreed by the Host Nation.

## 4.2 Best Value Award Approach and Bid Evaluation Factors

**4.2.1** The Contract resulting from this RFQ will be awarded to the Bidder whose conforming offer provides the best value to NATO, as evaluated by the Purchaser in compliance with the requirements of this RFQ and according to the evaluation method specified in this section.

**4.2.2** The top level criteria are 80% Technical and 20% Price.

### 4.2.3 Technical Scoring (TS)

**4.2.3.1** The 2nd level criteria for the technical evaluation are:

**4.2.3.1.1** Engineering (E): 60% weight, based on the criteria listed in order of descending importance (that is, most important listed first) in paragraph 4.5.2.

**4.2.3.1.2** Management (M): 30% weight, based on the criteria listed in order of descending importance in paragraph 4.5.3.

**4.2.3.1.3** Risk (R): 10% weight, based on the criteria listed in order of descending importance in paragraph 4.5.4.

**4.2.3.2** The Technical Score will be calculated using the following formula:

**4.2.3.2.1**  $TS = (60\% * \text{Engineering Score}) + (30\% * \text{Management Score}) + (10\% * \text{Risk Score})$

### 4.2.4 Price Scoring (PS)

**4.2.4.1** The PS will be calculated using the following formula:

**4.2.4.1.1**  $PS = 100 * (1 - (\text{Bid Price} / (2 * \text{Average Bid Price})))$

**4.2.4.2** The “Bid Price” and the “Average Bid Price” will be calculated based on the sum of the proposed prices as defined in paragraph 4.6.3.2.

**4.2.4.3** Only those Bids evaluated as compliant in the administrative and technical evaluations will be used in the calculation of the price score. Therefore, the price scores cannot be calculated until after the technical evaluation is complete.

**4.2.4.4** Bidders shall note that any Bid in excess of the stated ceiling prices set forth in paragraphs 3.6.3.9 through 3.6.3.11 may not be scored as the Bid may be determined to be non-compliant.

### 4.2.5 Best Value Final Scoring

**4.2.5.1** The Best Value Final Score (FS) will be the sum of the weighted Technical Score (TS) and weighted Price Score (PS), according to the following formula:

**4.2.5.1.1**  $FS = (TS * 80\%) + (PS * 20\%)$

**4.2.5.2** The maximum possible Best Value FS is 100. The Bid with the highest FS will be recommended to be the apparent successful Bidder.

- 4.2.6** A weighting scheme for sub-criteria values has been developed by Purchaser staff not associated with the technical evaluation. This weighting scheme has been password protected and is not known to any of the Purchaser staff beyond the originator and the Chairperson of the Contracts Award Board. The weighting scheme remains sealed until Step 4 of the evaluation process described in paragraph 4.7 is reached.

### **4.3 Evaluation Procedure**

- 4.3.1** The evaluation will be done in a four-step process, as described below:

#### **4.3.1.1 Step 1: Administrative Compliance**

- 4.3.1.1.1** Bids received will be reviewed for compliance with the mandatory administrative requirements specified in paragraph 4.4. Bids not meeting all of the mandatory administrative requirements may be determined to be non-compliant and not considered for further evaluation.

#### **4.3.1.2 Step 2: Technical Evaluation**

- 4.3.1.2.1** Volume 2 (Technical) will be evaluated against predetermined top-level criteria and identified sub-criteria (see paragraph 4.2.3 above), and scored accordingly. This evaluation will result in “raw” or unweighted technical scores against the criteria.
- 4.3.1.2.2** Bidders are advised that any Bid of which Volume 2 (Technical) scores less than 20% of the total unweighted raw score possible in any of the sub-criteria listed in paragraph 4.5 may be determined non-compliant by the Purchaser and not considered for further evaluation.

#### **4.3.1.3 Step 3: Price Evaluation**

- 4.3.1.3.1** Volume 3 (Price) will be opened and evaluated in accordance with paragraph 4.6.

#### **4.3.1.4 Step 4: Determination of Apparent Successful Bidder**

- 4.3.1.4.1** Upon completion of the technical and price evaluations, the scores of the Bids considered to be technically compliant will be calculated. The apparent successful Bid will be determined in accordance with paragraph 4.7.

### **4.4 Evaluation Step 1: Administrative Compliance**

- 4.4.1** Bids will be reviewed for compliance with the formal requirements for Bid submission as stated in this RFQ and the content of Volume 1 (Administration). The evaluation of Volume 1 (Administration) will be made on its completeness, conformity and compliance to the requested information. This evaluation will not be scored in accordance with Best Value procedures but is made to determine if a Bid complies with the requirements of the Bidding Instructions and Prospective Contract. Specifically, the following requirements shall be verified:

- 4.4.1.1** The Bid was received by the Bid Closing Date and Time stated in paragraph 2.3.1;
- 4.4.1.2** The Bid is composed and marked properly as stated in paragraph 3.3;
- 4.4.1.3** Volume 1 (Administration) contains the documentation listed in paragraph 3.7.1.1

and complies with the formal requirements established in paragraph 3.3;

- 4.4.1.4** The Bidder has not taken exception to the Terms and Conditions of the Prospective Contract or has not qualified or otherwise conditioned its Bid on a modification or alteration of the Terms and Conditions or the language of the Statement of Work.

**4.4.1.5 Past Performance Evaluation Factors**

- 4.4.1.5.1** The Purchaser will evaluate the Bidder's performance under existing and prior contracts for similar products or services based on the response provided on the Past Performance Questionnaires submitted by the Bidder's customers. Evaluations will be conducted on Past Performance information for recency, relevancy, and performance quality in which a confidence assessment rating will be assigned based on these factors.

- 4.4.1.5.2** Bidders for whom information on past performance is not available, or so sparse that no confidence assessment rating can be reasonably assigned, will not be evaluated favourably or unfavourably on past performance and will receive a "Neutral Confidence" rating for the Past Performance Factor.

- 4.4.1.5.3 Recency:** An assessment of the past performance information will be made to determine if it is recent. To be recent, the effort must be ongoing or must have been performed during the past five (5) years from the date of issuance of this solicitation. For those efforts currently being performed, the Bidder must have been performing for at least six (6) months from the date of issuance of this RFQ. Past performance information that fails this criteria will not be further evaluated.

- 4.4.1.5.4 Relevancy:** The Purchaser shall conduct an evaluation of the relevant work obtained from the Past Performance Questionnaires received from the Bidder's customers based on the scope and magnitude of the technical sub-factors described in Section 3 Technical Volume. Past Performance Relevancy Ratings are as follows:

VERY RELEVANT	Present/past performance effort involved essentially the same scope and magnitude of effort and complexities this RFQ requires.
RELEVANT	Present/past performance effort involved similar scope and magnitude of effort and complexities this RFQ requires.
SOMEWHAT RELEVANT	Present/past performance effort involved some of the scope and magnitude of effort and complexities this RFQ requires.
NOT RELEVANT	Present/past performance effort involved little or none of the scope and magnitude of effort and complexities this RFQ requires.

- 4.4.1.5.5** As a result of the above evaluated factors, Bidders will receive an integrated performance confidence assessment rating. The resulting performance confidence assessment rating is made at the past performance factor level and represents an overall evaluation of contractor performance. Bidders without a record of relevant past performance or for whom information on past performance is not available will not be evaluated favourably or unfavourably on past performance and, as a result,

will receive an "Neutral Confidence" rating for the past performance factor. For evaluation purposes, a "Substantial Confidence" or "Satisfactory Confidence" past performance rating is worth more than a "Neutral Confidence" past performance rating. The Past Performance Factor will receive one of the below performance confidence ratings:

SUBSTANTIAL CONFIDENCE	Based on the bidder's recent/relevant performance, the Purchaser has a high expectation that the bidder will successfully perform the required effort.
SATISFACTORY CONFIDENCE	Based on the bidder's recent/relevant performance, the Purchaser has a reasonable expectation that the bidder will successfully perform the required effort.
NEUTRAL CONFIDENCE	No recent/relevant performance is available or the bidder's performance is so sparse that no meaningful confidence assessment rating can be reasonably assigned. The bidder may not be evaluated favourably or unfavourably on the factor of past performance.
LIMITED CONFIDENCE	Based on the bidder's recent/relevant performance record, the Purchaser has a low expectation that the bidder will successfully perform the required effort.
NO CONFIDENCE	Based on the bidder's recent/relevant performance, the Purchaser has no expectation that the bidder will be able to successfully perform the required effort.

**4.4.1.5.6** Bidders that receive an overall rating of "Substantial Confidence", "Satisfactory Confidence" or "Neutral Confidence" will proceed to technical evaluations. Bidders that do not meet these performance confidence ratings will not proceed to technical evaluations.

#### **4.4.2 Receipt of an unreadable electronic Bid**

**4.4.2.1** If a Bid received by email is unreadable to the degree that conformance to the essential requirements of the solicitation cannot be ascertained, the Point of Contract in paragraph 2.6.1 shall immediately notify the Bidder that the Bid will be rejected unless the Bidder provides clear and convincing evidence:

- (i) Of the content of the Bid as originally submitted; and,
- (ii) That the unreadable condition of the Bid was caused by Purchaser software or hardware error, malfunction, or other Purchaser mishandling.

**4.4.3** A Bid that fails to conform to the above requirements may be declared non-compliant and may not be evaluated further by the Purchaser.

**4.4.4** Bids that are determined to be administratively compliant will proceed to Evaluation Step 2, Technical Evaluation.

**4.4.5** Notwithstanding paragraph 4.4.4, if it is later discovered during the administrative, technical or price evaluation that the Bidder has taken exception to the Terms and Conditions of the Prospective Contract, or has qualified and/or otherwise conditioned its Bid on a modification or alteration of the Terms and Conditions or the language of the Statement of Work, the Bidder may be determined to have submitted a non-compliant Bid at the time of discovery.

## **4.5 Evaluation Step 2: Technical Evaluation**

**4.5.1** Volume 2 (Technical) will be evaluated against the criteria set forth in this section. For some sub-criteria, there may be additional supporting factors at the next lower level. These lower level factors are not published in this RFQ but are predetermined and included in the Technical Evaluation Weighting Scheme, which is sealed before Bid Opening. The following paragraphs identify the aspects to be examined in the evaluation and rating of Volume 2 (Technical).

### **4.5.2 Part 1: Engineering**

**4.5.2.1** This volume covers the engineering activities to be undertaken in the WP07.

**4.5.2.2** The criteria used to evaluate Part 1, Engineering are listed in descending order of importance.

**4.5.2.3** Within those criteria, all of the sub-criteria are also listed in order of descending importance.

**4.5.2.4** The criteria of high importance will have higher weighting factors than the criteria of lower importance.

### **4.5.2.5 Criteria 1: Quality and Completeness of the Draft Automation and Orchestration Design (AOD)**

**4.5.2.5.1** The Bidder provided a draft design describing their proposal for automation and orchestration in compliance with Book II Part IV SOW Section 4.4.4.

**4.5.2.5.2** The Bidder provided all DevOps pipelines required to fulfil the automation and orchestration of the implementation of infrastructures nodes including IaaS, CPS and ECS services:

**4.5.2.5.2.1** Purpose of each pipeline and description of the phases.

**4.5.2.5.2.2** Associated environments (physical / logical) for each phase of each pipeline.

**4.5.2.5.2.3** Associated software and tools leveraged for each phase of each pipeline.

**4.5.2.5.2.4** Associated roles and actors for each phase of each pipeline.

**4.5.2.5.2.5** Detail all security mechanisms implemented to ensure security by design for each phase of each pipeline.

**4.5.2.5.3** The Bidder provided the mechanisms for deployment and testing of changes used for the rollouts including:

**4.5.2.5.3.1** Large amount of infrastructure nodes in short period of time.

**4.5.2.5.3.2** Updates of infrastructure nodes and associated services already deployed.

**4.5.2.5.4** The draft AOD described the software, tools and licenses specifications which the Bidder will provide and how these will meet the requirement of Book II Part IV SOW Section 4.4.4.

**4.5.2.5.5** This AOD included at minimum version Control, Validation Workflows, Continuous Integration, Continuous Delivery and Continuous Deployment tooling and processes.

**4.5.2.5.6** The Bidder's considered as part of the proposed design to leverage the NATO Public Cloud Services and especially the NATO Software Factory as specified in Book II Part IV SOW Section 4.2.7.

**4.5.2.5.7** The Bidder specified in its proposal that they will provide licenses for both the NATO ON and IREEN ON@NU as per Book II Part IV SOW Section 4.4.4, and regardless of the use of NATO Public Cloud Services. The Bidder's proposal included the breakdown of the licenses provided as an extract of the 'Material and Software' sheet from the Bidding Sheets **without** the price information.

**4.5.2.6 Criteria 2: Quality and Completeness of the Draft Security Accreditation (SA) Documentation**

**4.5.2.6.1** The Bidder provided a matrix detailing which and how security mechanism are implemented to meet AC/322-D/0048-REV3, per Technical services listed in Book II Part IV SOW Section 4.2 and in accordance with Book II Part IV SOW Section 8.

**4.5.2.6.2** The SA matrix described all software and tools involved.

**4.5.2.6.3** The SA matrix described all technical mechanism to be implemented.

**4.5.2.7 Criteria 3: Quality and Completeness of the Draft Design Specifications(DS)**

**4.5.2.7.1** The Bidder provided draft Design Specifications Documentation as per Book II Part IV SOW Section 13.3.1.

**4.5.2.7.1.1** The Bidder provided a draft Low Level Design specifying:

**4.5.2.7.1.1.1** How the Bidder will create and update those documents.

**4.5.2.7.1.1.2** Ensured the provided information covers all sections of the Service Design Packages.

**4.5.2.7.1.1.3** Specified at least end to end information flows for 2 sub-services.

**4.5.2.7.1.1.4** Specified the associated elements required for the Security Accreditation Documentation Set and how security requirements will be met for the 2 sub-services.

**4.5.2.7.1.1.5** Detailed internal and external connections of the system for the 2 sub-services.

**4.5.2.7.1.2** The Bidder provided recommendation on updates and required modification to the High Level Design for AG1&2 as per Book II Part IV SOW Section 13.3.1

**4.5.2.7.1.3** The Bidder provided an example of as-built documentation for a private cloud as per Book II Part IV SOW Section 13.3.4.

**4.5.2.7.1.4** The Bidder provided the breakdown of the HW&SW (as an extract of the 'Material and Software' sheet from the Bidding Sheets without the price information) that is required for 'Cyber Security Monitoring' solution as per Book II Part IV SOW Annex C.

**4.5.2.8 Criteria 4: Quality and Completeness of the Draft Transition and Activation Plan (TP)**

**4.5.2.8.1** The Bidder provided an initial transition and activation plan as Book II Part IV SOW Section 13.3.2.

**4.5.2.8.2** The TP described the bidder's approach to transition:

**4.5.2.8.2.1** From current state (i.e. AS-IS) to ON Ready IaaS and EUD at the completion of AG1&AG2;

**4.5.2.8.2.2** From ON Ready IaaS node to the E2E DC Services (i.e. TO-BE) at the completion of AG4.

**4.5.2.8.3** The Bidders' approach shall be described:

**4.5.2.8.3.1** How service interruptions are minimized;

**4.5.2.8.3.2** How physical changes are managed, minimized or avoided;

**4.5.2.8.3.3** How to leverage, if required, transitional hardware.

**4.5.2.8.4** The draft TP contained and referred to the associated transitional architecture and design elements.

**4.5.3 Part 2: Management**

**4.5.3.1** The criteria used to evaluate Part 2, Management are listed in descending order of importance.

**4.5.3.2** Within those criteria, all of the sub-criteria are also listed in order of descending importance.

**4.5.3.3** The criteria of high importance will have higher weighting factors than the criteria of lower importance.

**4.5.3.4 Criteria 1: Quality and Completeness of the Bidder Qualifications (BQ)**

**4.5.3.4.1** The Bidder described and demonstrated the relevant corporate experience in at least one (1) recent contract within the last five (5) years for which the Bidder had delivered the same as or substantially similar to the proposed solution, with at least

one intelligence or military or law enforcement customer.

**4.5.3.4.2** The Bidder provided a description of the necessary experiences used to support the Project and System Lifecycle of the referenced project(s).

**4.5.3.4.3** For each referenced previous project(s) above, the Bidder provided a description of the solution deployed/delivered, highlighting similarities to the proposed solution; the purchaser(s) of these system(s); the user(s) of these system(s); the Contract number(s); the start date and end date of the Contract; a point of contact for verification purposes.

**4.5.3.4.4** The Bidder provided evidence that the standards, process descriptions, and procedures for a project are tailored from the organization's set of standard processes to suit a particular project.

**4.5.3.5 Criteria 2: Quality and Completeness of the CVs- Key Personnel (CV-KP)**

**4.5.3.5.1** For each Project Management proposed key personnel, the Bidder provided the Curriculum Vitae (CV) of each individual, clearly demonstrating their education and experience as required in Book II Part IV SOW Section 7.3.

**4.5.3.5.2** The Bid provided for all the Key Staff personnel conformity to the Minimum Expert level English Language proficiency in accordance with NATO STANAG 6001 as stated in Book II Part IV SOW Section 7.3.

**4.5.3.6 Criteria 3: Quality and Completeness of the Draft Work Package Management Plan (WMP)**

**4.5.3.6.1** The Bidder provided the WMP in accordance with the structure and content outlined in Book II Part IV SOW Section **13.2.1.1**.

**4.5.3.6.2** The draft WMP included all aspects of the project such as the Contractor's project management structure and project management methodology, control processes and tools/environments, and relationship with the Purchaser necessary to provide the capability as will be required by the resulting Contract.

**4.5.3.6.3** The Bidder demonstrated an understanding of the engineering process imposed in Book II Part IV SOW Section 4, Appendix 1 SRS and describe how the cycle of design reviews and approvals will be supported. The draft WMP shall demonstrate that the Bidder has understood the engineering process imposed in SOW Section 5 and describe how the cycle of design reviews and approvals will be supported.

**4.5.3.6.4** The Bidder provided evidence of previous use of the detailed sequence of activities which are expected to support the AGILE methodology through the project life cycle.

**4.5.3.6.5** The Bidder provided samples of indicators and metrics from similar AGILE project which covered at least the management, development and test activities.

**4.5.3.6.6** The Bidder included a section, which demonstrates its commitment to the achievement of Work Package milestones as described in SOW Section 3 and the "SSS - Work Package milestones delivery requirements", while respecting the order of precedence of documents. This section shall address the entire WP07 contract duration (including early support phases) as well as the complete list of

implementation sites.

**4.5.3.6.7** The Bidder detailed the resources that will be allocated throughout the duration of the project, throughout the duration of the Contract for project management, implementation and support to Purchaser activities. The Bidder detailed its approach how the continuity of the already assigned key personnel will be achieved in a Task Order based implementation approach.

**4.5.3.6.8** The Bidder detailed the ‘Sub-Contractor Management’ process including the details of the scope of work that will be outsourced with the rationale and the process to manage the performance of the Sub-Contractors.

**4.5.3.6.9** The Bidder detailed the below in the WMP Annexes:

**4.5.3.6.9.1 Annex A: Product Breakdown Structure (PBS)**

**4.5.3.6.9.1.1** The Bidder included a draft PBS and used Book II Part IV SOW Section 13.2.1.4 as the structure.

**4.5.3.6.9.1.2** The Bidder submitted the Product Description to include the purpose and function of the product and the level of quality required of the product.

**4.5.3.6.9.1.3** The Bidder submitted a Product Flow Diagram that clearly detailed the sequence of delivery of products and identifies dependencies between products (internal or external).

**4.5.3.6.9.2 Annex B: Work Package Management Schedule (WMS)**

**4.5.3.6.9.2.1** The Bidder submitted a draft WMS and used Book II Part IV SOW Section 13.2.1.3 as the structure.

**4.5.3.6.9.2.2** The draft WMS described the sequence, duration, and relationship among task orders, activities and work items.

**4.5.3.6.9.3 Annex C: Integrated Support (ISP) Plan**

**4.5.3.6.9.3.1** The Bidder submitted a draft ISP in accordance with Book II Part IV SOW Section 12.1, with a focus on the Training Plan.

**4.5.3.6.9.3.2** In particular, the initial ISP described:

**4.5.3.6.9.3.2.1** The Bidder’s IPS organisation, roles, staffing, and responsibilities;

**4.5.3.6.9.3.2.2** The Bidder’s initial Maintenance Support Plan and Supply Support Plan (including supply chain security measures), in accordance with the requirements of Book II Part IV SOW section 12.

**4.5.3.6.9.3.2.3** The Bidder’s draft Technical Documentation Plan is in accordance with the requirements of Book II Part IV SOW Section 12.4, planning and describing the development and provisioning of documentation deliverables, such as: manuals, as-built drawings, and COTS-documentation;

**4.5.3.6.9.3.2.4** As part of the ISP, the Bidder’s draft Training Plan is in accordance with the requirements of Book II Part IV SOW Section 12.5, planning and describing the

development and provisioning of training material and training courses;

**4.5.3.6.9.3.2.5** The Bidder's initial Operating Model process, in accordance with the requirements of Book II Part IV SOW Section detailing the process of planning, development, and delivery of the Operating Model.

#### **4.5.3.7 Criteria 4: Quality and Completeness of the Draft Work Package Implementation Plan (WIP)**

- 4.5.3.7.1** The Bidder provided a draft Work Package Implementation Plan (WIP), which describes its proposed approach to meeting the requirements of Book II Part IV SOW Section 4.
- 4.5.3.7.2** The draft WIP followed the structure of Book II Part IV SOW Section 13.2.1.2.
- 4.5.3.7.3** The initial WIP covered the entire design and implementation scope (SOW, Section 4 and Book II Part IV SOW Appendix 1 SRS), and include the sequence of activation of the sites to be implemented.
- 4.5.3.7.4** The initial WIP demonstrated a clear understanding of the services to be implemented and describe the Bidder's implementation approach, including the expected interactions with the Purchaser.
- 4.5.3.7.5** The initial WIP described its proposed arrangements to ensure timely and complete preparation, installation, configuration, testing and support.
- 4.5.3.7.6** The initial WIP shall describe its proposed arrangements to ensure timely and complete preparation, installation, configuration, testing and support.
- 4.5.3.7.7** The initial WIP described its proposal for the implementation of the WP07 following the requirements as stated in Section 4, Section 13 and Appendix 1 SRS of the Book II Part IV SoW.
- 4.5.3.7.8** The draft WIP described the Bidder's approach to minimise disruption to all services.
- 4.5.3.7.9** The Bidder's described how they intend to implement the Cyber Security Monitoring requirements as described in Book II Part IV SOW Annex D.
- 4.5.3.7.10** The Bidder demonstrated an understanding of the engineering process imposed in Book II Part IV SOW Section 4, Appendix 1 SRS and describe how the cycle of design reviews and approvals will be supported The initial WMP shall demonstrate that the Bidder has understood the engineering process imposed in SOW Section 5 and describe how the cycle of design reviews and approvals will be supported.

#### **4.5.3.8 Criteria 5: Quality and Completeness of the Draft Master Test Plan (MTP)**

- 4.5.3.8.1** The Bidder provided an initial Master Test Plan (MTP), which describes its proposed approach to meeting the requirements of Book II Part IV SOW Section 11.
- 4.5.3.8.2** The initial MTP described a coherent high-level approach to testing, verification & validation, providing initial scope and schedule on the TVV phases as required in SOW Section 11.
- 4.5.3.8.3** The MTP is consistent with other bid documents such as the WIP and WMS:
- 4.5.3.8.4** MTP activities are included in the PMS and products shall be described in the PBS.

**4.5.3.8.5** The Bidder provided a draft Defect Reporting and Management Plan, which describes its proposed approach to meeting the requirements of Book II Part IV SOW Section 4.

**4.5.3.9 Criteria 6: Quality and Completeness of the Draft Quality Assurance Plan (QAP)**

**4.5.3.9.1** The Bidder provided an initial Quality Assurance Plan (QAP) which conforms to the requirements detailed in Book II Part IV SOW Section 9 of the SOW, and more specifically, Section 9.6.

**4.5.3.10 Criteria 7: Quality and Completeness of the Bid-Requirements Cross-Reference Matrix (BRCM)**

**4.5.3.10.1** The Bidder submitted a completed BRCM as instructed in Book I Annex D covering the full Prospective Contract and Bidding Instructions on sections of the RFQ technical requirements.

**4.5.3.10.2** The Bidder included a draft Requirement Traceability Matrix (RTM) to correspond with Book II Part IV SOW Section 11.3.5 allowing to demonstrate the understanding of the level of effort expect to meet the requirement.

**4.5.3.10.3** N/A

**4.5.3.10.4** The Bidder provided the RTM in Excel format included the information listed below:

**4.5.3.10.4.1** “Reference ID”, the reference of the section/requirement under consideration.

**4.5.3.10.4.2** “SOW Requirement” references covering all ‘shall’ statement of the SOW (including SOW annex A)

**4.5.3.10.4.3** “Description”: the actual text of the section/requirement under consideration.

**4.5.3.10.4.4** “Bid Reference” indicating where in their Bid the associated Bid Instruction Reference and/or SOW Requirement Reference is/are addressed. Bid Reference shall be provided in the form “Volume # - Doc # - Section #”

**4.5.3.10.4.5** “How the response is compliant”. This column shall be used by the Bidders to provide a brief description of how the Bidder meets the requirement.

**4.5.3.10.4.6** “Compliance statement”: Does the Bid cover and comply with the section/requirement under consideration.

**4.5.3.10.4.7** “Verification Method”: How will the requirement be verified e.g. by Inspection, Test, or Demonstration.

**4.5.3.10.4.8** “Test Event”: If the requirement is to be verified by testing then which test event will that be achieved.

**4.5.3.10.4.9** “Coverage Status”: This will be untested at the bidding stage

**4.5.4 Part 3: Risk**

**4.5.4.1** The criteria used to evaluate Part 3, Risk are listed in descending order of importance.

**4.5.4.2** Within those criteria, all of the sub-criteria are also listed in order of descending importance.

**4.5.4.3** The criteria of high importance will have higher weighting factors than the criteria of lower importance.

**4.5.4.4 Criteria 1: Quality and Completeness of the Draft Risk Log (RL)**

**4.5.4.4.1** The Bidder submitted an draft Risk Log based on the provided ITM-RC1 RMP to include a minimum of ten (10) and a maximum of fifteen (15) with an outline as described in Book II Part IV SOW Section 4 of the SOW. The draft RL identified potential threats and opportunities within WP07 from the bidder's perspective, their evaluation and subsequent mitigation.

**4.5.4.4.2** The Bidder included the risk assessment, with mitigations, for the implementation of the security measures outlined in D0048.

**4.5.4.4.3** The Bidder included the risk assessment, with mitigations, for the Agile implementation approach outlined in Book II Part IV SOW.

**4.5.4.5 Criteria 2: Quality and Completeness of the Draft Risk and Issue Management Plan (RIMP)**

**4.5.4.5.1** The Bidder submitted a draft comprehensive RIMP that highlights issue management process tailored to WP07 in accordance to Book II Part IV SOW Section 13.2.1.7.on Risk and Issue Management Plan (RIMP).

**4.6 Evaluation Step 3: Price Evaluation**

**4.6.1** The Bidder's Volume 3 (Price) will be assessed for compliance against the following standards, and to determine that the proposed price is fair and reasonable:

**4.6.1.1** The total amount of the Bid inclusive of all work shall not exceed the ceilings in paragraphs 3.6.3.9 through 3.6.3.11.

**4.6.1.2** The price meets the requirements for preparation and submission of Volume 3 (Price) set forth in the Bid Preparation Instructions (section 3).

**4.6.1.3** Detailed pricing information has been provided and is current, adequate, accurate, traceable, and complete.

**4.6.1.4** Volume 3 (Price) meets requirements for price realism as described below in paragraph 4.6.5.

**4.6.2** A Bid which fails to meet the compliance standards defined in this section may be declared non-compliant and may not be evaluated further by the Purchaser.

**4.6.3 Basis of Price Comparison**

**4.6.3.1** The Purchaser will convert all prices quoted into EURO for purposes of comparison and computation of price scores. The exchange rate to be utilised by the Purchaser will be the average of the official buying and selling rates of the European Central Bank at close of business on the last working day preceding the Bid Closing Date.

**4.6.3.2** The evaluated Bid price to be inserted into the formula specified at paragraph 4.2.4.1 will be derived as follows:

**4.6.3.2.1** The sum of the Firm Fixed Prices proposed for CLINs 1 through 7 and CLINs 8 through 15 as detailed below:

CLIN Number	CLIN Name
<b>Spiral 0 and 1</b>	
CLIN 1.0	CLIN 1.0 (SPIRALS 0-1 EVALUATED) - Design
CLIN 2.0	CLIN 2.0 (SPIRALS 0-1 EVALUATED) - AG1, AG2 & AG3 Implementation (IREEN @NU)
CLIN 3.0	CLIN 3.0 (SPIRALS 0-1 EVALUATED) - AG1 & AG2 Implementation Agile Sprints (BEL-CAS-01)
CLIN 4.0	CLIN 4.0 (SPIRALS 0-1 EVALUATED) - AG1 & AG2 Implementation Agile Sprints (ITA-LAG-01)
CLIN 5.0	CLIN 5.0 (SPIRALS 0-1 EVALUATED) - AG3 Implementation Agile Sprints - Proof of Concept (POC)
CLIN 6.0	CLIN 6.0 (SPIRALS 0-1 EVALUATED) - Implementation (Cyber Security Monitoring)
CLIN 7.0	CLIN 7.0 (SPIRALS 0-1 EVALUATED) - Support to Purchaser Activities
<b>Spirals 2 through 5</b>	
CLIN 8.0	CLIN 8.0 (SPIRALS 2-5 EVALUATED) - AG1, AG2 & AG4 Implementation (Enhanced Nodes)
CLIN 9.0	CLIN 9.0 (SPIRALS 2-5 EVALUATED) - AG1, AG2 & AG4 Implementation (Standard Nodes)
CLIN 10.0	CLIN 10.0 (SPIRALS 2-5 EVALUATED) - AG1, AG2 & AG4 Implementation (Remote Nodes)
CLIN 11.0	CLIN 11.0 (SPIRALS 2-5 EVALUATED) - AG5 Implementation (ETEE)
CLIN 12.0	CLIN 12.0 (SPIRALS 2-5 EVALUATED) - AG4 & AG5 Implementation (Data Centers)
CLIN 13.0	CLIN 13.0 (SPIRALS 2-5 EVALUATED) - AG4 & AG5 Implementation (IREEN)
CLIN 14.0	CLIN 14.0 (SPIRALS 2-5 EVALUATED) - Implementation (Cyber Security Monitoring)
CLIN 15.0	CLIN 15.0 (SPIRALS 2-5 EVALUATED) - Support to Purchaser Activities

#### 4.6.4 Accuracy – Order of Precedence

**4.6.4.1** Bidders are responsible for the accuracy of their price bid. In case of inconsistencies between different parts of the bidding sheets and notwithstanding the possibility for the Purchaser, at its sole discretion, to resort to the Clarification Request process described at paragraph 4.1.4, for the purpose of determining the bid price subject to evaluation, the price in the 'Offer Summary' worksheet of the bidding sheets will be given precedence.

#### 4.6.5 Price Realism

**4.6.5.1.1** In the event that the successful Bidder has submitted a Price Volume that is less than two thirds of the average of remaining compliant Bids, the Purchaser must ensure that the successful Bidder has not artificially reduced the offered price to assure contract award. As such, the Purchaser will request the firm to provide clarification of the Bid and will inform the national delegation of the firm. In this regard, the Bidder shall provide an explanation to both the Purchaser and their national delegation on the basis of one of the following reasons:

- 4.6.5.1.2** An error was made in the preparation of Volume 3 (Price). The Bidder must document the nature of the error and show background documentation regarding the preparation of Volume 3 (Price) that convincingly demonstrates that an error was made by the Bidder. In such a case, the Bidder may request to remain in the competition and accept the Contract at the bid price, or to withdraw from the competition;
- 4.6.5.1.3** The Bidder has a competitive advantage due to prior experience or internal business/technological processes that demonstrably reduce the costs of Bidder resulting in an offered price that is realistic. The Bidder's explanation must support the Technical Volume offered and convincingly and objectively describe the competitive advantage and the savings achieved by this advantage over standard market costs, practices and technology; The Bidder understands that the submitted Volume 3 (Price) is unrealistically low in comparison with the level of effort required. In this case, the Bidder is required to estimate the potential loss and show that the financial resources of the Bidder are adequate to withstand such reduction in revenue.
- 4.6.5.2** If a Bidder fails to submit a comprehensive and convincing explanation for one of the bases above, the Purchaser shall declare the Bid non-compliant and the Bidder will be so notified.
- 4.6.5.3** If the Purchaser accepts the Bidder's explanation of mistake and allows the Bidder to accept the Contract at the bid price or the explanation regarding competitive advantage is convincing, the Bidder shall agree that the supporting pricing data submitted with its Bid will be the basis of determining fair and reasonable pricing for all subsequent negotiations for modifications or additions to the Contract and that no revisions of proposed prices will be made.
- 4.6.6** Once the offered prices as described in paragraph 4.6.3.2 have been calculated and checked, the formula set forth in paragraph 4.2.4.1 will be applied to derive the Price Score of each Bid.
- 4.7 Evaluation Step 4: Calculation of Best Value Scores**
- 4.7.1** Upon conclusion and approval of the technical evaluation and price evaluation results, the pre-determined weighting scheme for the technical evaluation will be unsealed and the scores for the engineering, management and risk factors will be calculated for each compliant Bid. Then all partial scores will be fed into the formula stated in paragraph 4.2.5 in order to obtain the Best Value Score of each Bid.
- 4.7.2** The highest scored Bid will be recommended as the apparent successful Bid.
- 4.7.3** A statistical tie is deemed to exist when the final scores of the highest scoring Bids are within one point (1.0) of each other. For example, final scores of 67.30 and 68.30 are within one point of each other and would therefore be considered a statistical tie. Final scores of 67.30 and 68.31 are more than one point apart and would not be considered a statistical tie. The Purchaser will then resolve the statistical tie by awarding the contract to the Bid with the highest weighed technical score.
- 4.7.4** Prior to confirmation of award, the Purchaser may invite the Bidder with the apparent successful Bid to one or more rounds of pre-award discussions. These discussions shall aim at clarifying and confirming, within the boundaries of the RFQ documents, any

remaining topics and results in the preparation of the final contractual documents.

- 4.7.5** Upon the successful completion of these pre-award discussions, to the Purchaser's full satisfaction, confirmation of final Bid compliance will be noted.
- 4.7.6** The Purchaser will deliver the final set of contractual documents to the Bidder for their signature.

**END OF SECTION 4**

## **ANNEX A**

### **Prescribed Administrative Forms and Certificates**

*The Administrative Forms and Certificates are provided separately as a fillable PDF form.*

## **ANNEX B**

### **Clarification Request Form**

*The Clarification Request Form is provided separately as an MS Excel Workbook.*

## **ANNEX C**

### **Past Performance Package**

*The Past Performance Package is provided separately in MS Word form.*

## **ANNEX D**

### **BID REQUIREMENTS CROSS REFERENCE MATRIX(BRCM)**

*The Bid Requirements Cross Reference Matrix (BRCM) is provided separately as an Excel Workbook.*

## **ANNEX E**

### **Bidding Sheets**

*The Bidding Sheets is provided separately as an Excel Workbook.*